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ERRATUM.—*Calls to the Bar, Ante p.* 681, *for "Jorns" read "Torns."*

The Solicitors' Journal.

LONDON, JUNE 25, 1870.

WHAT IS A "SWORN BROKER?" This is a question to which it would be difficult to get a definite answer west of Temple Bar. East of that edifice the querist would be told that before a broker can practice as such in the City of London he must take an oath faithfully to discharge his duties, and enter into a bond with two sureties for £250 each to observe what he has sworn, and that besides this he must pay small entry and annual fees to the Corporation. The court of aldermen have jurisdiction to hear charges against brokers with a view of striking them off the list of sworn brokers. Directly a charge is made against a broker the court calls upon him to answer it without even requiring the complainant to make out a *primâ facie* case. If the charge is dismissed the court cannot award compensation to the broker, nor can he bring an action for slander or libel, the complaint being a privileged communication. Such being the state of affairs it is not surprising that the brokers are anxious to be emancipated from this civic jurisdiction. As long ago as 1844 a commission reported against it. In 1854, and again in 1865, bills were brought in to abolish it, but in both instances they miscarried. This session Mr. W. Fowler has brought in a bill with the same object, which was before the House of Commons on Wednesday last, but the debate on the second reading was adjourned. The arguments used in support of the bill are—(1) that the present law by compelling brokers to give security for due performance of their duties attaches a stigma to them, which is not attached to any other class of persons who are entrusted with power over the property of their clients; (2) that brokers in London should not be subject to restrictions from which brokers in the provinces are exempt; (3) that the jurisdiction is useless: security for £500 being inadequate to the amount and value of property passing through a broker's hands; (4) that the jurisdiction is worse than useless, because it is no real guarantee of the trustworthiness of a broker. This is shown by the fact that there are many sworn brokers who are not recognised by the Stock Exchange. This being so the position of a sworn broker may mislead unwary persons, who suppose that they are safe in dealing with anyone who is stamped by the Corporation as fit for his duties. The argument against any change is that there ought to be some superintending authority over brokers as there is over barristers, solicitors and doctors. Granting this, there is still the question—is that superintending authority properly placed, when lodged, as it is at present, in the Corporation.

SIR G. JENKINSON'S BILL for providing a court of appeal in capital cases has been rejected on the second reading without a division. It scarcely found a friend, except its author, and the machinery of the bill was universally condemned. At the same time, Mr. G. Gregory, and some other members, expressed dissatisfaction with the existing state of things. We cannot regret the rejection of this particular measure, as we have always considered it impracticable (see *ante* p. 463). At the same time, we adhere to our opinion that some alteration in the present system is required. Punishment can never be effective unless inflicted in accordance with public opinion, and this it can never be as long as sentences are commuted or confirmed according to the result of a secret inquiry. At present, the grounds of the confirmation or commutation are never made public at all, except in the form of a defence of the Home Secretary after exception has been taken to his conduct. If the explanation should be ever so clear and satisfactory, it generally comes too late to remedy the mischief, as an opinion once formed is very difficult to shake.

While, however, we shall be glad to see a remedy for the present state of things adopted, we certainly hope that Sir G. Jenkinson will discontinue for the present his efforts to introduce one, and also leave to some other member the task of extracting from the Home Secretary justifications of his conduct from time to time. The honourable member's efforts are, no doubt, thoroughly well-intentioned, but they are likely, if persevered in much longer, to make the whole subject a bore.

WE OBSERVE THAT THE LATE lamentable accident on the Great Northern Railway has already affected the value in the Stock Exchange of the shares of the companies interested. This seems to us to be a case in which the public have somewhat hastily jumped to a conclusion which they would not have arrived at if thoroughly acquainted with the law. We are, of course, writing before the facts have been absolutely ascertained, but taking them to be as at present reported it is difficult to see how any liability to compensate the injured passengers can be established, either against the Great Northern or the Sheffield Company. *Redhead* v. *The Midland Railway*, 17 W. R. 737, finally decided that companies were only liable to their passengers for negligence and not as insurers. It seems impossible to say that the driver of the Great Northern train or their guards or signalmen were at all to blame; and it is stated that the waggons of the goods train had been examined shortly before the accident and no defect had been found. If it should turn out that this examination was a sufficient one, which the happening of the accident certainly does not negative, as it is well-known that defects in iron are frequently incapable of detection, we do not see how the Great Northern Company can be made liable. As regards the Sheffield Company, if they knowingly sent on to the Great Northern line a defective waggon it is possible that they might be held responsible, but it is unlikely that any knowledge of the defect can be brought home to them. A plaintiff might have a slight chance of success if he could make out that there had been negligence on the part of the manufacturer of the waggon. If that could be shown as a fact, it is possible that, upon the analogy of a recent case in the Queen's Bench (*Francis* v. *Cockrell*, 18 W. R. 668, the decision in which was affirmed in the Exchequer Chamber on Tuesday last) some liability might be thrown on one or other of the companies. This, however, is not very likely in fact, and the propositions of law which would have to be maintained are very far from clear.

THE "TIMES" PUBLISHES THIS WEEK more complaints from jurymen. Considering that the defects in the system upon which juries are summoned are patent to judges, lawyers, and the public, that a Special Commission has reported on the means by which the present system should be amended, that there is no disagreement as to the principal alterations which ought to be adopted, and that a bill of last year was dropped for want of time, it is really too bad that with the close of this session near at hand no enactment should have been passed on this matter. We believe that the grievance complained of by the *Times* correspondents of this week—viz., the heaping of summonses beyond all reason on some individuals while

others escape altogether, is much enhanced by the indiscreet practice of persons summoned "tipping" the officer. If a person liable to serve on juries "tips" the summoning officer that functionary takes care that he is not troubled with summonses. But jurymen must remember that if they "tip" once they must be prepared for a periodical blackmail. A juryman recently said that having been weak enough to pay once, he resolved not to do so in future. About the period when the summoning officer considered his "tip" to have become exhausted by effluxion of time he received a summons as a reminder, and as he did not respond in the desired manner he had ever since been pestered with summonses, as a man capable of being remunerative.

SOME OF THE MOST AMUSING LIGHT READING of the day will be found in the evidence now in course of delivery before the Judicature Commission. A few days ago a witness from the north of England, the chief officer of a local court, told the Commission that his court was highly popular, the people liking it because it was their own, while the county court was looked upon as a sort of intruder, and the judge as a stranger. The witness concluded by admitting that his court had only had four cases to try during the past year. Another witness, a chief officer of a London local court, frankly admitted that his court was obsolete, and really did no business, and with some simplicity defended its existence, on the ground that the expenses, amounting to several hundreds per annum, being paid out of corporate funds, were not paid by the public, who had, therefore, no right to complain. The witness finished his evidence with the argument that as the court did no business it did no harm, and therefore ought not to be interfered with. This witness was also examined as to another office he held, that of high bailiff of a county court. He produced some books to show the Commissioners the extent of his labours, and spoke of a large amount of work as performed by himself. He, however, admitted, on cross-examination, that he did not do the work at all, but had it done by subordinates paid by the Treasury. He was then pressed to explain what he really did, when it appeared that he called the causes, sat in court by the defendants' box, and asked them for their agents if the money claimed was due; if it was, he asked how it could be paid, and another formal question or two, and then left the matter to the judge. The salary he received amounted to about £10 for every day of the sixty days per year he was in attendance. Not content with this, the Commissioners went still further, and the witness at last wound up by saying that the business of the court went on just as well without him as with him; in fact, at that moment he had been absent from both two months, but, of course, that did not affect the salary.

"TO PROPOSE A NEW SOURCE OF INCOME for a Government, on the face of it, looks like charlatanerie. The theory of taxation is the best discussed part of political science, and the practice of taxation is much older than its theory." With these words the *Economist* opens an article headed "A New Source of Revenue," and the sequel certainly does not belie the exordium. The "new plan of raising money" proposed by the *Economist* simply consists in handing over the administrative part of the functions of the Court of Chancery to some Government office, and charging, a per-centage we suppose, for the work.

"There could be, say, in the Inland Revenue Office, an 'official trust' department, which should be directed by the Court to act as trustee when there was no trustee, or executor when there was no executor, and which should manage all the properties as soon as decrees respecting them were given, and as soon as the suit became administrative; this office could manage landed property, invest and sell out necessary monies, divide annual income—infinitely cheaper than a dozen lawyers ever will. And the administration of these suits might very fairly be made to yield a revenue. The parties to these suits cannot manage the property themselves; they want a trustee, and they may fairly be asked to pay a trustee."

The proposed alteration may fairly challenge attention in either of two aspects—as it concerns the suitors, or those whose property would go to be administered by this "Official Trust" department, and as it concerns the revenue.

The article in question deals only or mainly with the latter, but the writer is obviously ignorant that under our present barbarous system of taxation of justice every stage in every cause is heavily taxed, and that to make the proposed new department more remunerative to the Exchequer than the corresponding litigation is at present the fees charged would have to be so raised as to be practically prohibitory in non-contentious cases, and in contentious cases it would still be necessary to resort to the Court, as well as to the "Official Trust," and thus the unfortunate estate would be mulcted in a double set of costs.

But then, it will be said, granting that the direct taxation of the estates so administered will be largely increased, the saving in other respects will be more than sufficient to repay this; or, as the *Economist* puts it, "At present the charge they pay is so enormous, and the result so bad, that they would in almost every case be glad to pay a fair sum for a tolerable result." This, however, only shows that the writer is as ill-informed on the subject of the costs of administration as on the taxation of legal proceedings. The costs of administration in a case where there is no litigation are as low as it is possible that they can be where the services of highly skilled agents are employed; and no transfer of this function to a separate department would obviate the necessity of employing, and paying, such advisers as are now required in the case suggested. Of course, every man who can do his own work at all can do it cheaper than he can get it done for him, provided only that he has nothing else to do which he has to neglect for the purpose; but there are comparatively few who could and would attend personally to the machinery of the administration of the estates managed for them, whether by the Court or by a public trustee, and practically the working of the proposed Trust would be as completely thrown on the shoulders of the lawyers as the administration of estates under the direction of the Court now is by the system complained of. Nor would the services of the profession be more cheaply obtainable under the new system than they are at present; on the contrary, it seems to us that the only thing which could be gained by the proposed change would be the necessity of attending two public offices, and of employing and paying two sets of public servants, in numerous cases where now the whole matter is transacted in and by one, and this, if a gain at all, would certainly not enure for the benefit either of the estates administered or the surplus revenue.

A POINT OF SOME IMPORTANCE, turning upon the construction of section 7 of the Bankruptcy Act, 1869, and the rules relating to debtors' summonses and to costs, has just been decided by Mr. Murray, one of the registrars of the Court of Bankruptcy. We give a report of the case in another column. It appeared that a creditor had served a debtor's summons upon his debtors, and they, being traders, had, within the seven days limited for the purpose by the summons, paid the amount claimed. The creditor thereupon sought to be allowed the costs of the summons against the debtor. The registrar held, and we think rightly, that he was not entitled to the costs. The registrar decided the case, as he was, of course, bound to do, upon the strict construction of the Act and rules. But the question has a wide bearing, and it is for this reason that we notice it. A contrary decision would have involved a wrong conception of the whole nature and object of the debtor's summons. The summons was not intended as a new and convenient means for the recovery of debts, but as a new

and convenient test of insolvency. We pointed out when the Act was passed that there was some danger of the machinery introduced for the one purpose, that is, to test the debtor's solvency, being used for another—namely, as a means of obtaining payment of, or security for, the debt. And the object of rule 25 seems to have been to meet this objection. In such a case as the present the real issue—namely, the solvency or insolvency of the debtor, is in fact decided against the creditor. The result shows that his debtor was solvent and that the debt might have been recovered by ordinary process of law.

THE INNS OF COURT VOLUNTEER BALL took place in Lincoln's-inn Hall on Tuesday. The decorations, music and all other arrangements were excellent, and the only drawback to the enjoyment of the ball arose out of its very success. So largely was it attended, that dancing was scarcely a pleasurable exercise until about one a.m., when the departures began to thin the throng appreciably.

THE INDEFATIGABLE CHURCH ASSOCIATION are about to apply to the Privy Council for the appointment of a new promoter in the suit of *Elphinstone* v. *Purchas*, in the place of the late Colonel Elphinstone. The application will be opposed by the defendant, who will contend that the suit has abated by the death of the promoter and that there is no machinery by which it can be revived. The "office of the ordinary," according to him, is not of such a public character that its promotion can be continued after the person originally promoting it has died, at all events where the promoter is the appellant and dies pending the appeal. The matter, which, we believe, is *primæ impressionis*, will be argued on Monday before the Judicial Committee.

LAW-MAKING.

Earl Grey recently, while arguing in the House of Lords that Parliament should not be encumbered with the task of framing rules for carrying out the details under the Judicature Bill, took occasion to express his hearty disapprobation of modern Acts of Parliament. "In the earlier history of Parliament," said the noble lord, "it confined itself to the substance of legislation, leaving it to the judges to embody its wishes in statutes. He believed those earlier Acts thus deliberately framed out of Parliament compared advantageously with Acts passed under the modern system, under which Parliament took cognisance of every detail and wording."

Judges and lawyers are tired of pointing out new absurdities and incomprehensibilities in the fruits of our annual legislation; suitors as a rule do not often understand the why and wherefore of an issue of law, otherwise they would declare themselves very weary of paying for judicial solutions of question after question which never ought to have been open. The fact is that our Acts of Parliament are turned out in a style of slovenliness which if it were the fault of the corrector of the press would cause Messrs. Spottiswoode to inflict his instant dismissal. A gross instance has just been before the public in an Act of the present Session (the Judges Jurisdiction Act) the principal section of which positively contains no enacting words. Fortunately, judges when they meet with incomprehensible grammar in an Act of Parliament may take refuge in the obvious intention of the Act, but that is no excuse for Parliament. Let us take one or two more instances.

An Act was passed last year for the protection of sea-fowl during the breeding season. This Act very consistently prohibits all "attempts" (whether successful or unsuccessful) at killing or taking birds during the close season; and immediately afterwards fixes the penalty at per bird killed, taken or found in the offender's possession. In consequence of which it is very difficult to see any practical check on bad shots and persons who fire at long ranges.

Still more ridiculous is the second half of the "tippling" section of the County Court Act (1868). This section is expressly directed, not to the making it inconvenient to the tipplers to buy the drink—for appeals of this kind to them have been found useless—but to the rendering it not worth while, in the *seller's* interest, to supply drink on credit to needy drunkards; the section according is intended to destroy the obligation of any promise to pay. And the result of the phraseology employed to this end is that if a tippler leaves his watch at the bar of a public-house in pawn for a glass of beer, the landlord may refuse to let him redeem it, and the owner has no remedy.

Take, again, the 6th section of the Regulation of Workshops Acts (30 & 31 Vict. c. 146):—

"No young person or woman shall be employed in any handicraft during any period of twenty-four hours for more than twelve hours, with intervening periods for taking meals and rest amounting, in the whole, to not less than one hour and a-half, and such employment shall take place only between the hours of five in the morning and nine at night."

We will assume that the Legislature, in passing this section, did not intend the logical sequence of the words used—viz., that employment for twelve hours, with interval of one hour and a-half *or more*, should be forbidden, while employment for twelve hours with interval of *less* than one hour and a-half should not be forbidden. But when this is postulated so many uncertainties remain in the interpretation of this unhappy sentence that it is almost impossible to apply it (*vide* 12 S. J. 131).

The County Courts Equitable Jurisdiction Act of 1865 contained two blunders so gross that the Legislature had to interfere for its amendment; and even then the amending section itself contained a blunder which neutralised half the amending power.

The unhappy 153rd section of the Companies Act, 1862, is too well-known to lawyers to require our dwelling on it. It will be sufficient to say that its insane ambiguity must have cost the public many score thousands of pounds in costs of litigation.

The Investment of Trust Funds Act (1867) was framed, apparently, in a total disregard of the circumstance that the East India Company having ceased to exist, East India Stock had never since been fresh created. There was consequently a doubt whether this Act would protect a trustee investing in the "India Stock" created subsequently to the dissolution of the company, and the Master of the Rolls was obliged to solve this doubt, at the expense of the first trust fund which came before him.

No lawyer, again, needs to be reminded of the irreconcilable jumble of the Judgment Acts, the latest of which imposed on the judges a puzzle which none of them has ever succeeded in unriddling—viz., how an incorporeal hereditament, a reversion, or an equity of redemption in land can be "actually delivered in execution." "I think," said Sir G. Giffard, mildly, before rehearsing a few of the incomprehensibilities of the Act, "that the Act of Parliament is ill-constructed; and it is much to be regretted that those who constructed it did not take some counsel before it was framed; but it is pretty obvious that they did not know what the effect would be" (*Guest* v. *Cowbridge Railway Company*, 17 W. R. 8).

Take, again, another statute with which every lawyer is familiar. Locke King's Act, as the reader knows, provided for the adjustment of incumbrances on land as between the real and personal representatives of persons dying after 1854; but the Act was so vaguely and clumsily phrased that its meaning was continually in litigation, and judges differed widely as to its interpretation. After thirteen years of doubt and contradictory interpretation the inconvenience grew so intolerable that an explanatory Act was passed, to put an end to those expensive doubts. It might at least have been expected that this latter Act would not have created any fresh ones; but, unfortunately, its framers chose to employ the word "testator,"

whereas the framers of the original Act had used the comprehensive phrase "deceased person." Consequently the question arose,—Did this explanatory Act include the case of an intestacy? Vice-Chancellor Wickens, in a case of *Evans* v. *Poole*, decided by him in the Lancaster Chancery Court on May 14, held that an intestacy was within the intention of these "ill-expressed" Acts; but the parties have had to pay the costs of the Legislature's blunder.

We might multiply instances *ad infinitum*, but there is no object in quoting any more absurdities. The foregoing are enough to justify Lord Campbell's remark about the time of the judges being "consumed in making sense of other people's nonsense." Many of these legislative miscarriages,—like a certain celebrated prohibitory section under which one-half the penalty is to go to the Crown, and the other half to the informer, the penalty provided in another section being two years' imprisonment,—are obviously and ludicrously wrong within the comprehension of the lay public. Others, like those in the Judgments or County Court Acts come only under the notice of practitioners. In the result justice is withheld, litigation and costs are necessitated, and a good deal of the blame is thrown on the lawyers, who certainly are not responsible for the shortcomings of Parliament.

The blunders arise from two sources—original bad drafting, and amendments in committee. Bills introduced by private members are often characterised by a great ignorance of the existing laws affecting their subjects. The Government Bills, on the contrary, are drafted by a staff competently informed in this important respect; but, even with this department systematically at work, too much loose language creeps in. There is some gentleman on the Parliamentary draftsmen's staff (we suspect him of being Mr. Thring himself) who commits now and then very unhappy figures of speech. The section in the Companies Act which we noticed above was one of this gentleman's productions. As to the errors produced in the amending process, it is very easy to understand how they creep in wherever a bill is much "cut about." The ridiculous mistake in the Judges Jurisdiction Act is an instance in point.

In the old days of the middle ages it was thought sufficient if the statute law proclaimed in the tersest language the *motif* of the addition made to the law, leaving details entirely to the executive. If a practice was to be prohibited, it was sufficient if the statute forbade in terms the doing of some act representing the practice as a type; and the penalty was either left unmentioned, as a thing which "*va sans dire*," or provided for by a general announcement that transgressors would be "grievously amerced," or the like. This bare simplicity would be, of course, unsuited to the complex conditions of modern civilisation; but surely modern civilisation ought to be able to produce consistent and intelligible laws for its own regulation. Even Sir Edward Coke, in his time, hitting off a drawback which has since increased a hundredfold, complained of the numbers of questions arising often times out of—

"Acts of Parliament overladen with provisoes and additions, and many times on a sudden penned or corrected by men of none, or very little, judgment in law."

And again—

"If Acts of Parliament were after the old fashion penned, and by such only as properly knew what the common law was before the making of any Act of Parliament concerning that matter, as also how far forth former statutes had provided remedy for former mischiefs and defects discovered by experience; then should very few questions in law arise, and the learned should not so often and so long perplex their heads to make atonement and peace by construction of law between insensible and disagreeing words, sentences, and provisoes as they now do."

What would the great Chief Justice say if he could see some of our modern legislation?

We do not want now-a-days to recur to the old arrangement which ceased about the time of Henry VI., under which, after the dissolution of Parliament, the judges drafted the statutes for all the petitions which were to be granted. Such a plan would be wholly impracticable now-a-days, although that which was its great drawback while it lasted, the truckling of the judges to the supreme executive power in the State, is no longer to be apprehended. But it is plain that the present state of things needs some remedy. We drew attention to the evil two years ago, and we mention it again in the hope that it may at length engross public attention. It has already been considered in the writings of Mr. John Stuart Mill. We do not wish to see any reform unduly curtailing the individual independence of our representatives. Those bills which are introduced by the Government for the time being are already provided for by a staff of draftsmen, and although the present staff do not discharge their function over well, that is no objection to the system; but beyond this two things are much needed. First some means of assistance available for private introducers of bills; and secondly, some additional revision of amended measures.

SALE IN ENGLAND OF ARTICLES MADE ABROAD BY THE PATENTED PROCESS AN INFRINGEMENT.

The Statute of Monopolies (21 Jac. I., c. 3), which by setting a limit to the prerogative of the Crown in that respect may be regarded as the basis of our modern patent law, after declaring that all monopolies shall be void, provides (section 6) that such declaration shall not extend to any letters patent and grants of privilege, for the term of fourteen years or under, of the sole working or making of any manner of new manufacture within the realm to the true and first inventor of such manufactures, which others at the time of making such letters patent and grants shall not use, so as also they be not contrary to the law, nor mischievous to the State by raising prices of commodities at home, or hurt of trade, or generally inconvenient. Although the words of the statute are "working or making" only, it was the intention of the Legislature to prohibit third persons from using the patented article for purposes of profit by selling the same (Per Erle, C.J., in *Walton* v. *Lavater*, 8 C. B. N. S. 162), and it is now regarded as too clear for argument that the exclusive right of a patentee to make and use the patented article carries with it the exclusive right to sell the same, and that the patentee has a right to prohibit the vending in this country of articles made in this country according to his process, even, it would seem, where such articles are made as samples only, and nothing more than the offer for sale is proved in evidence (*Oxley* v. *Holden*, 8 C. B. N. S. 666, 8 W. R. 626). "If the defendants" Tindal, C.J., observed in *Gibson* v. *Brand* (4 M. & G. 179), "have themselves sold an article of exactly the same fabric, made in the same manner, as that for which the patent was taken out, such sale may be considered as a user of the invention." Where indeed the letters patent empowered the plaintiff to make, use, exercise, and vend his invention, and prohibited that any others should make, use, or put in practice the same, it was held that the mere offering for sale under the particular circumstances of the case was no infringement (*Minter* v. *Williams*, 4 A. & E. 251). But this decision went on the pleadings, and does not appear to us to affect the general principle that an offer for sale is an infringement of the patent right. The word "monopoly" means the exclusive privilege of selling an article; and it would be strange if the owner of the exclusive right to make in England a particular article by a patent process had not by implication the exclusive right to sell the same in England when made, without which, indeed, the former privilege would be of little value.

There is a further question, which arose in the recent case of *Elmslie* v. *Boursier* (18 W. R. 665, L. R. 9 Eq. 217), namely, whether the importation and sale in England of articles manufactured abroad, according to the

specification of an English patent, is an infringement. This question is one, to English patentees at any rate, of almost equal importance with the former. In *Elmslie* v. *Boursier* the plaintiff's case, in substance, was, that tinfoil, manufactured by the patented process in France, where the defendant possessed the exclusive privilege of so doing, had been consigned by him to England, for sale, and the Court held that this was a breach of the privilege vested in the plaintiff under his letters patent, which ought to be restrained by injunction. Introducing the article from abroad is, in fact, a species of "working or making," to which the Act applies.

It will be observed that *Elmslie* v. *Boursier* was the case of a patented process. A patent may be either for a process, or for a product, as in the leading case of *Betts* v. *Neilson*, to which we mean presently to refer. It was contended in *Elmslie* v. *Boursier* that the defendant, possessing as he did an indisputable right to manufacture in France by the patented process, might import and sell the products in England, without infringing the plaintiff's privilege, which extended to the process only, which was not infringed by user here. There is Mr. Hindmarch's authority for this argument (Law of Patent Privileges, p. 492), but it had no influence with the Vice-Chancellor, who considered that to allow articles thus manufactured to be sold in England, would be a short way of destroying "every profit, benefit, commodity, and advantage" which the patentee might otherwise draw from his monopoly.

In a case of *Hancock* v. *Sommerville*, which is referred to in *Goodyear* v. *Central Railroad of New Jersey*, Fisher Pat. Cas. (Amer.) 626, as an authority, the Court of Common Pleas in June, 1851, appears to have decided that the sale of india-rubber articles in England, manufactured abroad by Goodyear, was an infringement of Hancock's patent rights, as an original independent inventor, though Goodyear's process was exactly the same as Hancock's in all respects, and prior in point of date. This case seems very much in point with respect to *Elmslie* v. *Boursier*. The American Courts on the other hand, taking a strict view of what the grant of letters patent confers, have held that the sale or use of the product of a patented machine is no violation of the privilege of the patentee, which is conferred to the exclusive right to sell or use the machine itself (*Goodyear* v. *Central Railroad of New Jersey, ubi sup.*).

In a case like *Elmslie* v. *Boursier* much will depend on the nature of the product. The burden lies on the patentee of establishing that the product, the sale of which he complains of, was manufactured by his process, and that, even if possible, will not be easy, where the article is one which, like flour for example, bears on the face of it no trace of the process by which it was manufactured.

In *Walton* v. *Lavater* the patent was for a product, not for a process. In that case the defendant, after assigning away both moieties of the patent of which he was the owner, imported from France, where he had the privilege of manufacturing them, large quantities of the patented articles with his name stamped on them, which he sold in his shop in London. It was held, as might be expected, that the sale in this country of the patented article made in France and imported, was an infringment of the plaintiff's privilege as assignee of the English patent.

In *Betts* v. *Neilson* (16 W. R. 524, L. R. 3 Ch. 429) capsules made of lead and tin united by pressure were the subject of the patent, which did not extend to Scotland, and the plaintiff's case was, that capsuled bottled beer—the capsules being made according to his process—was sent by the defendants, a Scotch firm of brewers, to their agents in England, by whom it was shipped to various foreign and colonial ports. It will be seen that the patented material was not dealt with in any way during its transit through England; yet the Court held that, since the capsules, during the time of the bottles being in England, were answering the purpose for which they were intended, of preserving the liquor, there was an user of the invention in England which ought to be restrained. The case establishes this proposition, that where the subject of a patent in England is made in a foreign country, and applied to the purpose for which it was made, and under these circumstances is sent to this country for transmission to another foreign country, this is a sufficient user of the patent in England to constitute an infringement. There is no distinction between an active use and a passive use of the thing, as was contended in *Betts* v. *Neilson*. The instant that the thing comes to be employed for the purpose for which it was designed within the limits of the patent a case of infringement arises, whether the thing be simply let alone as in *Betts* v. *Neilson*, or in actual operation as in *Caldwell* v. *Vanvlissingen* (9 Ha. 415). In *Caldwell* v. *Vanvlissingen*, a screw propeller, which was the subject of a patent in England only, was used in a Dutch vessel which happened to come into one of our ports for purposes of trade, and it was held that the use of this propeller in English water by the owner of the vessel, though in ignorance of the patentee's right, was an infringement of the patentee's right which ought to be restrained by injunction. This case led to the enactment of section 26 of the Patent Law Amendment Act, 1852, which provides that letters patent granted after the passing of the Act are not to prevent the use of inventions in foreign ships resorting to British ports, except ships of foreign states in whose ports British ships are prevented from using foreign inventions.

We have now gone over the principal cases which bear on the subject of this article. The proposition that the importation and sale in England of articles manufactured abroad by a process which is the subject of an English patent is an infringement of that patent may appear almost of course, yet we have seen that it has not been established without a struggle, and that an American court is still of the contrary opinion. Logically speaking, where a process is the subject of a patent, the patent confers nothing but the exclusive right to use the particular process. "If a patentee has invented an improved lace machine, the sale of a machine made according to the patentee's invention would be an infringement; but the sale of lace made by means of the patent machine, would be no infringement; for the patentee's invention is the art of making the improved lace machine, and that art is not used, within the meaning of the patent, by a person who merely uses the machine to produce a piece of lace" (Hindmarch, p. 492). This, as we have seen, is the American view also. The Vice-Chancellor, in *Elmslie* v. *Boursier*, took a more liberal, if less logical, view, of what is comprised in the grant of a patent privilege, and held that the obtaining from abroad and selling in this country an article manufactured according to the plaintiff's process, was a violation of his privilege, though manufactured in a country whither the plaintiff's privilege did not extend.

On the 16th ult. Lord Penzance gave judgment on the will of the late Mr. Samuel Holland Moreton, solicitor, of Liverpool. Mr. Moreton, who was a Roman Catholic, had property to the value of about £15,000, and by will dated the 23rd of March, 1869, he left the whole of it to Dr. Goss, the Roman Catholic Bishop of Liverpool, "absolutely for his own use and free from any trust," and appointed Dr. Goss sole executor. He died between two and three o'clock a.m., of the 24th of March, 1869, being then seventy years of age. He left a widow, but no near relatives. The widow, in the first instance, disputed the will, but abandoned her opposition on Dr. Goss making a compromise with her. The will was prepared by a Roman Catholic priest, named Fisher, who is Dr. Goss's vicar, and was attested by him and the testator's servant. The signature being very unlike the testator's writing, Lord Penzance, observing that the dying man's hand might have been guided, without the supposition involving fraud, pronounced against the will, on the ground that he was not satisfied that the testator was in a fit condition to make a will at the time.

RECENT DECISIONS.

EQUITY.

DISAPPEARANCE FOR SEVEN YEARS—PRESUMPTION OF DEATH.

Re Phene's Trusts, L.J.G., 18 W. R. 303, L. R. 5 Ch. 139.

The effect of the decision of the Lord Justice on this appeal is to overrule the cases of *Thomas* v. *Thomas*, 13 W. R. 225, decided by Vice-Chancellor Kindersley, and the recent decision of Vice-Chancellor Malins in *Re Benham's Trusts*, 15 W. R. 741, and to affirm the principle of *Doe* v. *Nepean*, 5 B. & Ad. 86, and the older cases, that the conclusion of a man's death at the end of a seven years' disappearance is a matter of presumption, but that *when* he died is not a matter of presumption but a question of evidence to be proved by the person whose title depends on the fact of death having taken place before a particular period. Vice-Chancellor James, from whom the appeal in *Re Phene's Trusts* was taken to the Lord Justice, has expressed his disapproval of, while feeling himself bound by, the cases of *Thomas* v. *Thomas* and *Re Benham's Trusts*. As we have already stated, *when* the death took place is a matter of evidence, not of presumption, and it may be added as a necessary *requisite*, that the person who claims on the strength of death at any particular period must prove it, he being the person upon whom the burden of proof is thrown (*Re Green's Settlement*, 14 W. R. 192, L. R. 1 Eq. 288). Now Vice-Chancellor Kindersley, in at least three cases (*Lambe* v. *Orton*, 8 W. R. 111; *Dunn* v. *Snowden*, 11 W. R. 160; and *Thomas* v. *Thomas*) held that the question, when did death take place, was one of presumption, in the absence of evidence; and that the presumption was that death occurred at the end of the seven years. Vice-Chancellor Malins in *Re Benham's Trusts*, adopted this view of the law with the consequence, which in a manner flows from it, that, as at the end of the seven years you must presume for the first time that the man was dead; so you must also presume that within that period, and up to the end of it, he was alive. This is inconsistent with the law, as laid down by Lord Denman in *Doe* v. *Nepean*, and adopted in *Nepean* v. *Wright* (2 M. & W. 914; see *Rex* v. *Inhabitants of Harborne*, 2 A. & E. 540). The Lord Justice followed the latter authorities, and held that at what time within the seven years the person died is not a matter of presumption but of evidence, and that the burden of proving that the death took place at any particular period within the seven years lies on the person whose title depends on that fact being established. We need only add that the authorities are collected in the judgment.

DISSOLUTION OF MARRIAGE—WIFE'S RIGHTS OF PROPERTY.

Swift v. *Wenman*, M.R., 18 W.R. 480.

It seems singular that none of the Divorce Acts enable the Divorce Court to deal with the property of the parties after a decree of dissolution. In the case of a judicial separation it is expressly enacted (20 & 21 Vict., c. 85, s. 25) that the wife is thenceforth to be considered as a *feme sole* with respect to property which she may acquire, or which may come to or devolve upon her; and this section has been held to extend to property not reduced into possession at the date of the order (*Johnson* v. *Lander*, 17 W.R. 272, c. 27, Eq. 228); and the nature and effect of a protection order, which may now be granted by the Judge Ordinary (21 & 22 Vict., c. 108, s. 7) are well understood. But in a case of dissolution, the Divorce Court is not empowered to deal with the settled property (22 & 23 Vict., c. 61, s. 5) unless where not only the *status* of parent has been acquired (*Corrance* v. *Corrance & Law*, 16 W.R. 893), but a child of the marriage is actually in existence at the date of the application (*Graham* v. *Graham & Griffith*, 17 W.R. 628).

In *Swift* v. *Wenman* there was no issue of the marriage, and consequently the Divorce Court possessed no jurisdiction to make any order with reference to Mrs. Swift's settlement. This settlement seems to have been of the usual character, with an ultimate trust for Mrs. Swift in case of the death of her husband in her lifetime without issue of the marriage. The Court ordered the fund to be transferred to her notwithstanding the settlement, on the ground that the decree of dissolution annihilated the marriage contract, and was equivalent to the death of the husband.

The *ratio decidendi* was the same as in *Wells* v. *Mallbon*, 10 W.R. 364, where a married woman became entitled to a share of residue, and before it was reduced into possession by her husband, the marriage was dissolved, and the Master of the Rolls decided that she and not her husband was entitled to the fund. The consequences of dissolution as to the property of the parties were much considered in *Wilkinson* v. *Gibson* (15 W.R. 983, L.R. 4 Eq. 162), where the wife was at the date of the decree entitled to a reversionary interest in a fund which fell into possession afterwards, and on the husband claiming it as against the executor of the wife, it was held that the husband having failed to reduce it into possession during the coverture, the executor was entitled. It will be remembered that a decree of dissolution operates from the date of the decree *nisi* (*Prole* v. *Soady*, 16 W.R. 445), and that, therefore, a husband cannot reduce his wife's *choses in action* into possession during the interval between the decree *nisi* and the decree becoming absolute.

COMMON LAW.

RAILWAY COMPANY—"ORDINARY LUGGAGE"—SERVANT TAKING MASTER'S LUGGAGE.

Beeher v. *Great Eastern Railway Company*, Q.B., 18 W. R. 627.

This is one of a sufficiently large class of cases which show the inconvenience of the system universally adopted on English railways of allowing passengers to take only a certain weight of—on some lines "ordinary luggage," on others "personal luggage." This is usually regulated by the special Acts of the different companies, which specify the weight and the kind of luggage which each passenger is to be allowed to take with him.

The consequence of this system is that if a passenger's luggage is lost he cannot recover any compensation for the loss unless it is either "ordinary" or his "personal" luggage, as the case may be. A moment's reflection will show that a very great quantity of luggage is every day carried by passengers on railways, and properly and necessarily so carried by them, which does not come within the term "personal" or "ordinary" luggage. For instance, no article not belonging to the passenger himself comes within these terms, and he therefore cannot recover if such articles are lost, nor can the owner of the article, as the railway company in such a case never contracted to carry the article, and therefore are not responsible for its loss. The last case on the subject, prior to the one we are now noticing, was *Hudston* v. *Midland Railway Company* (17 W. R. 705), where it was held that a spring-horse for a child to ride on, which a passenger carried with him for his children, was not either "personal" or "ordinary" luggage. Lush, J., there says that ordinary luggage means luggage "ordinarily and usually carried by passengers as their luggage." There have been besides a good many other cases on this question.

In *Beeher* v. *Great Eastern Railway Company*, a servant travelling without his master, took his master's luggage to London by the defendants' line. Under the defendants' Act each passenger was entitled to take with him a specified weight of "his ordinary luggage." The luggage in question was lost, and in an action by the master against the company for the loss, it was held that he could not recover, as he had made no contract concerning the luggage with the defendants. It would seem also that the servant could not have recovered

either, because the defendants only contracted with him to take "his ordinary luggage," which would not include his master's luggage.

The object, of course, of restricting passengers to ordinary or personal luggage is to prevent merchandise and other things, not *bonâ fide* luggage, being carried by passengers as their own luggage without any additional payment. This, however, under the present system is constantly done whenever passengers choose to do so. The only consequence of so doing is the possibility of not being able to recover its value if lost; but this is not a probable contingency in any given case, and the rule constantly causes loss to persons whose luggage, although not merchandise of any kind, nor belonging to other people, does not come within the meaning of the kind of luggage allowed to be carried.

We have before suggested that a far more convenient plan would be to allow each passenger a certain fixed weight of luggage, irrespective of its nature, as is done on many of the continental lines. It is reasonable that the company should not be under the serious liability of being liable to compensate for the loss of very valuable articles, such as jewelry, &c.; but companies are already protected in this respect by the Carriers Act (11 Geo. 4 & 1 Will. 4, c. 68), and, if necessary, the principle of this statute might be extended still further, or a maximum amount might be fixed, beyond which the company should not in any case be liable. The only possible objection to the system we suggest is, that goods might be carried under the name of personal luggage. This, however, is now done to a considerable extent, and we doubt whether there would be any appreciable increase of the amount of merchandise thus carried. The alteration would be a great convenience for travellers, and it would not injure the railway companies.

NEGLIGENCE—CARRIERS OF PASSENGERS—IMPLIED WARRANTY.

Frances v. *Cockrell*, Q.B., 18 W. R. 668.

Readhead v. *The Midland Railway Company* decided that a carrier of passengers does not impliedly warrant the roadworthiness of his carriages, and therefore that if a passenger is injured in consequence of a carriage being not roadworthy the carrier is not liable for such injury if the badness of the carriage has not been caused by negligence. This decision does not affect in any way the rule that common carriers of goods are insurers of the goods against everything except the act of God and the King's enemies. It affirms also the liability of carriers of passengers for the consequences of their own negligence, but leaves one question open—viz., whether a railway company would be liable if a carriage is so negligently made by a manufacturer as to be not roadworthy and the company purchase it, and without negligence use the carriage for the conveyance of passengers and a passenger is injured in consequence of the badness of the carriage. It is clear that if the company had manufactured the carriage they would be liable because they would have caused the injury by their negligence, and *Readhead's case* decided that if no one is negligent the company would not be liable. The intermediate case of negligence in a manufacturer has now been decided in *Francis* v. *Cockrell*, where it was held that the carrier would be liable for the negligence of the manufacturer in the same way that he is liable for his own negligence. In other words, *Francis* v. *Cockrell* decides that the contract between a passenger and carrier contains an implied warranty that due care has been used in the construction of the carriage in which the passenger travels. If from any want of such due care the passenger is injured, he is entitled to maintain an action against the carrier.

Although this is strictly the decision in *Francis* v. *Cockrell*, the plaintiff was not a passenger, nor was the defendant a carrier. The defendant with others had caused to be erected, by a competent contractor, a stand on a race-course, and received for the purposes of the race the money paid by persons admitted to the stand. The plaintiff amongst others paid for and used the stand, which was in fact negligently constructed, but not so to the knowledge of the defendant. The stand broke and the plaintiff fell and was injured. There was no negligence on the part of the defendant, but he was held liable to the plaintiff on the principle that he must be taken to have warranted that the stand was properly erected. As the stand was not properly erected there was a breach of this contract, for the natural and probable consequences of which the defendant was liable. The Court arrived at this decision from the close analogy between this and the case of a carrier of passengers. They notice *Readhead's case*, and that this particular point, viz., liability for negligence of a contractor, is there left undecided. They then held that a passenger could maintain an action against a carrier for an injury sustained through defects in a carriage caused solely by the negligence of an independent manufacturer, and then that "the same reasoning which is applicable to the case of a carrier of passengers is applicable to the case of a person who, like the defendant, provides places for spectators at races or other exhibitions." There was some considerable doubt on the authorities as to this point, but the Court were of opinion that the right of authority as well as reasons of justice and convenience were on the plaintiff's side.

The decision in *Francis* v. *Cockrell* will apply probably most directly to carriers of passengers. It may have, however, besides a very wide application to many cases that are not touched upon in the judgment. For instance, it may be asked will the principle be applied at all in considering the obligations arising from the contract of sale, as if A. negligently manufactures a rope which is defective and unfit for use, but such defect cannot be ascertained by any inspection. B. buys the rope believing it sound, and sells it to C. who uses it and is injured in consequence of this latent defect. Has C. a remedy against B.? Again, will the decision affect the liability of masters to their servants, as if a master without negligence supplies to his servants machinery or materials which are unfit for use from the neglect of the manufacturer and an accident is thereby caused in which the servant is injured. Many other cases of this sort might be suggested which the principle of *Francis* v. *Cockrell* may possibly affect.

REVIEWS.

Lawyers and Doctors: Orphans and Guardians: A plea for the better Legislative Protection of Medical Men and Helpless Patients: The Law of Medical Fees and a Scheme for Appointing Medical Assessors. By DAVID READ. London: Hardwicke.

Pamphlets published to ventilate personal grievances are seldom read. Everyone shuns them with even greater aversion than that awarded to advertising circulars and begging letters. In the present instance the means of ventilation takes the form of an octavo volume of 180 pages; its size will hardly be considered to improve its chance. The subject is a system of grievances arising out of the case of *Sanger* v. *Sanger*, recently in litigation in the Rolls Court. A Dr. James Clark was in medical attendance upon an infant ward of court in this case. Dr. Clark considered himself maltreated by the guardians (parties, of course, to the suit) in the matter of fees, and appealed, unsuccessfully it seems, to the Master of the Rolls in court. Hereupon, very unfortunately for Dr. Clark, his friend has performed the unfriendly act of writing 180 pages of animadversions on the case, in which citations of legal authorities, quotations of the more hackneyed portions of Shakespeare and other popular authors, extracts from shorthand notes, and abuse of everyone who has not furthered the views of Dr. Clark in the case, are mixed up in a tedious imbroglio, profusely adorned with italics and small capitals. We have some recollection of the cause, and we have also a remembrance of having

thought that Dr. Clark's case was rather a hard one. If so he is all the more to be pitied for having such an ill-judging friend as the author of this volume.

COURTS.

COURT OF EXCHEQUER.

(At Nisi Prius, before BRAMWELL, B., and a Special Jury.)

June 18.—*Merriman* v. *Buckle.*

This was an action for libel. The defendant pleaded not guilty, and a justification.

Serjt. Tindal Atkinson and *Anderson*, for the plaintiff, said the plaintiff was a solicitor carrying on business in Queen-street, Cheapside, and the defendant was the proprietor and editor of a monthly publication, called the *Commercial World.* The alleged libel was contained in an article in that journal which, it was said, imputed to the plaintiff, that being solicitor to the Hercules Insurance Company he tried to get it wound up with a view to his own personal advantage, and accused him of being a "wrecker." The plaintiff, far from wishing to bring the company to an end, had incurred considerable liability in enabling it to meet its liabilities, and it was only after being convinced that the company was hopelessly insolvent and that it would be disastrous to the shareholders to go on, that he supported the proposal to wind up. The company was now winding up, and a call of £2 per share had been made.

Morgan Howard, *Grantham*, and *Massey*, for the defendant, denied that there was any intention to charge the plaintiff with being a wrecker, and contended that the article was a fair comment on a matter of public interest, it being the belief of the writer that it would be for the interest of the shareholders that the company should continue its operations. That in the next number of the paper there had appeared a disclaimer of any imputation of improper motives to the plaintiff, and an ample apology if the article had placed an injurious construction on his acts.

BRAMWELL, B., left it to the jury to say whether the whole or any part of the article was a libel upon the plaintiff. He observed that although the article was of a very trashy character, and to some extent carried its own antidote with it, yet if they thought it was calculated to bring the plaintiff into public odium and ridicule he did not see why they should not express their disapprobation of such writing by giving reasonable damages.

Verdict for the plaintiff—damages, 40s.

Serjt. Atkinson applied for a certificate for costs, but the learned judge doubting the necessity for a certificate the question was reserved. On Monday, on the application being renewed, his lordship granted a certificate for costs and also for a special jury.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before the CHIEF JUDGE.)

June 10.—*Re Marchant.*

Bankruptcy Act, 1869, *s.* 72.

This case came before the Court upon an application by the trustee under the bankruptcy for an injunction restraining the sale of the debtor's property by a Mr. Spriggs, who held a bill of sale given some few days before the filing of the petition, and a declaration that the deed was void and inoperative as against the trustee, and that the goods comprised therein formed part of the estate and effects of the bankrupt. The adjudication had taken place upon petition, founded on a declaration of insolvency signed by the bankrupt on the 6th of May. The question was, whether the execution of the bill of sale constituted an act of bankruptcy, and evidence was entered upon for the purpose of showing on the one hand that the deed comprised substantially all the bankrupt's effects, and on the other that a portion of his goods were excluded from its operation. It was shown that in January of the present year the bankrupt was sued by Spriggs for the recovery of £2,000 due upon a promissory note given some time previously, and in March a judge's order was given by consent, whereby Spriggs was entitled forthwith to sign judgment against the bankrupt, but instead of issuing execution upon his judgment, Spriggs afterwards, towards the end of April, only nine days before the date of the adjudication, obtained from the bankrupt a bill of sale on his stock and effects.

The bankrupt, upon examination, said that the bill of sale included everything he had, and he did not reserve anything for his own use. From the moment possession was taken under the bill of sale he had no means of carrying on his trade.

Sargood, *Serjt.*, and *Finlay Knight*, for the trustee, argued that the bill of sale amounted to a fraudulent conveyance or transfer of the bankrupt's property made for the purpose of preventing the general body of the creditors obtaining possession of it. They referred to *Woodhouse* v. *Murray* (15 W. R. 1109, L. R. 2 Q. B. 634).

De Gex, Q.C., and *Reed*, for Mr. Spriggs.—In the schedule to the deed numerous items were struck out, showing that it was not the bankrupt's intention to part with the whole of his property.

The CHIEF JUDGE, after stating the facts, said in this case it was abundantly clear that the bill of sale, comprising as it did the whole, or substantially the whole, of the bankrupt's property, constituted an act of bankruptcy, and was void as against creditors. There would, therefore, be a declaration that the deed was inoperative, and that the property comprised in it formed part of the bankrupt's assets.

Solicitors for the trustee, *Ashurst, Morris, & Co.*
Solicitors for Mr. Spriggs, *Benham & Tindall.*

(Before Mr. REGISTRAR MURRAY.)

June 16.—*Re a Debtor's Summons.*

Bankruptcy Act, 1869, *s.* 7, *rule* 186.

This was an application on the part of a creditor under the 186th rule for an order that certain debtors should pay the costs of a debtor's summons, the debt having been paid to the creditor within the time limited by the summons.

It appeared that the debtors were traders, and within seven days after personal service of the summons they attended at the office of the creditor's solicitor suing out the summons, and tendered to him the amount of the claim. The costs of the summons were demanded according to the scale appended to the rules, and a receipt was given for the debt without prejudice to the creditor's claim for the costs of the summons. The costs not having been paid, a four days' notice of motion was given, supported by an affidavit of the circumstances.

J. S. Salaman, solicitor, for the creditor, referred to section 7 of the Act, in which the form of the summons was stated to be similar to a common law writ, and contended it was clearly the intention of the Legislature to assimilate this much used process, which would take the place of common law writs, to that process, although there was no mention of costs in the prescribed form of summons. He contended also that, the new Court having within itself the extended power of a court of common law and a court of equity, it was only just that the debtor should pay the costs of a process to recover an undisputed debt after the creditor had proved to the satisfaction of the court that the process had become necessary because he had failed to obtain payment of his debt after using reasonable efforts to do so; these efforts consisting of a delivery of particulars, of demands, of more than one request for payment, and then another formal application for payment.

The REGISTRAR, after considering the different contentions on the part of the creditor, stated that although it might be a hardship upon creditors to have to pay their own costs, he considered he had no power to order the payment of them, as the Act and the rules were silent upon the subject, and he did not consider that rule 186 applied, because, the debt having been paid, it could not be considered that the summons was a matter before the Court. He must decide against the application, without costs.

COUNTY COURTS.

The Treasury have issued the following "Circular to Registrars" of county courts:—

"Treasury, 21st June, 1870.

Sir,—I beg leave to inform you that at page 7, line 1, of the County Court Rules, 1870, forwarded to you on the 27th of last month, the word 'registrar' has been printed by mistake for the word 'treasurer.'—I am, Sir, your obedient servant,

HENRY NICOL."

[*Vide ante* 665, line 3.]

COURT OF THE STANNARIES.

Re Leawood Mining Company (Stannaries of Devon), Ex parte The Imperial Bank.

Companies Act, 1862—*Cost book Mining Company—Claim of creditor for personal liability of shareholders beyond their liability to the agents for the costs of working.*

The VICE-WARDEN OF THE STANNARIES delivered the following judgment:—In this case the Leawood Mining Company is under liquidation by order of this Court, and the Imperial Banking Company (Limited), a registered company, claims to be admitted to prove a debt of £99 8s. 4d., as immediate creditors of the Leawood Mining Company, which is an unregistered company, commonly called a "cost-book" company. Such companies are mere common-law companies or partnerships, and do not usually profess to have powers to charge the members of them for money borrowed for the purpose of the working of the mine. The liability of the shareholders is commonly and *primâ facie* considered to be pledged only to pay their agents the costs of working; and petitions to compel payments of such costs, actually incurred and audited, are part of the ordinary process of this Court under the name of purser's petitions, which seek to enforce payment by sale of so many shares of the defaulter as may suffice to cover the costs or calls in arrear; not by way of forfeiture, but by way of lien on the shares. That the shares in such mining partnerships are not by implication made directly liable for loans obtained from bankers has been now settled so long, and by so many reported cases familiar to this court and its suitors, that I will only refer to *Ricketts* v. *Bennett*, 4 C. B. 686; and this applies, not only to a "cost-book" company in Cornwall or elsewhere, but to all other common law partnerships to work a mine, except where the power to borrow is authorised by the original constitution of the company. *Primâ facie*, a cost-book company is, normally, carried on upon a "ready money principle." (Lindley on Partnerships, I., 274; also Collier on Mines, 131—154; 115, 116.) It is, I believe, contended that the special circumstances of this case warrant the banker in assuming that all the shareholders in this company either authorised the loans, or have so acquiesced in them, as to put them in the position of immediate creditors of the company—*i.e.*, of each and every partner owning parts or shares in it. On the establishment of this company a set of special rules or regulations were signed by the first takers. This is now so common a practice, and resorted to with so little attention to the familiar principles of such mining companies, and so slender a knowledge of the general principles of the common law and of local usages, that I cannot help regretting that the term "cost-book principle" had not been at once dropped and discontinued in new unregistered companies. In some cases the new company more wisely confines itself to a general profession of the "cost-book principle, as recognised in the Stannary Court," and adds nothing more; but in the present instance, after setting out with a preliminary declaration that the mine is to be conducted "entirely on the cost-book principle," the rules proceed to add a series of twenty-two other rules, with little regard to any of the main attributes of such principle; but there is not among these any one that shows an intention to carry on the mine on the "banker's loan principle." There is indeed one (No. 22), which is a clause for making future alterations of the rules at special meetings convened for that purpose, but the books of the company show that no such special meetings were ever in fact held for such purpose; nor do I find among the seven or eight general meetings held during the continuance of the company, from April, 1864, to the 26th February, 1867, that any resolution either directed or distinctly recognised such loans. There do, indeed, appear in some of the accounts which were, or ought to have been, laid before the meetings pretty strong symptoms of such dealings, but nothing amounting to a clear concurrence in the practice. The only loans which I find in books of the company appear to be founded on applications of Mr. Murchison, the secretary, for which he may be, and probably is, himself personally liable to the bank. It is singular that none of the circular notices issued before a meeting were produced before me, so that it does not appear to me that in such notices the attention of absent shareholders was drawn to the fact that there were any such loans, or that the members of the company were debited in the gross by the bank for such loans. The provision of rule 8, that makes a majority of the shareholders present competent to bind the whole body, may not be an improper one in itself, but it certainly has a tendency to narrow the governing powers of the partnership. Practically, it throws them into the hands of the two or three shareholders who are nearest at hand, and are the resident officers of the company. At two of the six general meetings I find only three persons present, and at one I find the secretary alone was present, and considered himself such a "majority" as to bind all the shareholders. No wonder, therefore, that we find him to be the usual applicant for assistance by way of loan or overdraft. Upon the whole I feel myself unable to admit the personal claim of the bankers to stand in the position of direct creditors of the whole body of members. If the money is proved to have been actually expended on the works, a legitimate claim of those managers or members of the company that borrowed the money may possibly entitle them to become, *pro tanto*, creditors of the company, subject, however, to any counter-claim that may exist, as between them and the company, for calls. The bank will, of course, be at liberty to appeal against this judgment, and may perhaps reverse or vary it in such manner as the superior court shall think fit. I dismiss the claim, and confirm the previous decision of the registrar. Costs reserved for consideration.

APPOINTMENTS.

Mr. JOHN HOLYOAKE, solicitor, of Droitwich, Worcestershire, has been elected Clerk to the Commissioners of the Droitwich turnpike roads, in succession to Mr. John Curtler, solicitor, resigned. Mr. Holyoake was certificated in 1838, and is a perpetual commissioner for Worcestershire.

Mr. E. BEAL, a London solicitor, has been appointed (by Mr. R. Nicholson, Clerk of the Peace for Hertfordshire) to be Deputy Clerk of the Peace for the county, and also for the liberty of St. Albans, in succession to the late Mr. J. A. Dorant. Mr. Beale will therefore in future reside and practice at St. Albans.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 17.—The *Ecclesiastical Dilapidations Bill*.—The Archbishop of York moved the second reading. This bill was based on a report of a joint committee of the convocations of Canterbury and York. At present there was no satisfactory mode of enforcing repairs, and it proposed that a surveyor of high position should be appointed in each diocese, who, wherever ordered, and on any presentation to a benefice, would make a survey. The bill was read a second time.

The *Churchwardens Liability Bill* was reported as amended, and the Archbishop of York pointed out that the terms of clause 2 exceeded the object of the measure, which he understood to be the abolition of the compulsory payment of visitation fees.—The Bishop of London deemed the bill unnecessary after the decision of the Court of Queen's Bench that churchwardens were not liable to pay these fees if they had received no funds wherewith to do so. Where rates were made there could be no objection to continuing the liability.—The Marquis of Salisbury said the dislike to those fees was frequently so great that a rate would be refused on the bare ground of their being payable out of it. The object of the bill was to relieve churchwardens from personal liability and to provide that the fees should not be paid out of a voluntary church-rate unless the vestry had so decided. He was willing on the third reading to modify the clause objected to.—Report received.

The *Appellate Jurisdiction Bill*.—On the motion to go into committee, Lord Westbury expressed a fear that there would be no power of rehearing, though it was sometimes necessary, in consequence of additional material, that a case should be reheard before it was taken to a court of appeal.—The Lord Chancellor said the High Court of Justice Bill conferred a power of rehearing. The bill passed through committee.

The *High Court of Justice Bill*.—The Lord Chancellor moved the third reading.—Lord Denman opposed, on the ground that our ancient courts should not be abolished until

the rules of the proposed new tribunal were ready to be submitted to Parliament. It was useless to hurry forward this bill, since it would reach the House of Commons at the very time when its legal members were going on circuit. The amendment was negatived, and the bill read a third time.—On the motion that it do pass—The Marquis of Salisbury moved to omit clause 7, as inconsistent with the understanding that, while sanctioning the principle of the fusion of law and equity, the operation of the measure should be suspended till the subsidiary arrangements had been sanctioned by Parliament. The clause reduced the salaries of several of the judges, a policy to which most statesmen had objected, and which, if adopted, ought to originate with the House of Commons. The position of our judicial bench had always been a subject of great national pride, and it was in some degree attributed to the liberality with which the distinguished men raised to it were remunerated.—The Lord Chancellor said the reduction would only operate in two cases. The Master of the Rolls not only exercised judicial duties in the Court of Chancery, but had other important functions, which Lord Romilly had so effectually discharged by the publication of the public records; but, though superior in rank to the Lord Chief Justice of the Common Pleas and the Chief Baron of the Exchequer, his salary was £6,000 while theirs was £7,000. It was desirable, when transferring him to the appellate jurisdiction, to correct this anomaly, and the salary of the Lord Chief Justice of England would not be interfered with. The unwillingness of the late Lord Kingsdown to accept the office of Vice-Chancellor, which was attributed by Lord Romilly to the inadequacy of the salary, was owing to the possession of a considerable fortune, which induced him to give his valuable services to the Judicial Committee in preference to the Court of Chancery, where his duties would have been more unpleasant, there being the necessity of constantly attending chambers.—Lord Cairns would not repeat his objections to the clause, but having been informed that it would be struck out as soon as it left the House as a matter touching the privileges of the Commons, he objected to its being now retained for the mere purpose of intimating to the Commons that their Lordships were satisfied with the arrangement.—Lord Westbury urged the desirability of giving larger salaries to the chiefs of the different courts, in order that the other judges might be encouraged to aspire to promotion. The clause would serve no other purpose than to induce the Commons, as guardians of the public purse, to adopt the proposal, and he hoped therefore it would be struck out.—The Lord Chancellor was willing that the clause should be expunged, as well as all the money clauses which would otherwise be struck out on the bill going down to the Commons as irregular. His reason for inserting them was that he did not think it right to keep in the background any of the changes which it was proposed to make. The question, however, had better go to the Commons entirely unprejudiced, as it would there be more fitly considered. The money clauses were then struck out, and the bill then passed.

The *Sequestration Bill.*—Report of amendments in committee.—The Bishop of Winchester said he was indebted to Lord Cairns for some amendments necessary to make the bill harmonise with the bankruptcy law; these he proposed to adopt with one alteration, for the purpose of giving effect to the view of the select committee—viz., that a clergyman should retain his living for two years after bankruptcy, to give him an opportunity of retrieving his position. The present law was unfair to creditors as well as to the clergy, for it gave an unfair advantage to the creditor who first entered judgment.—Lord Cairns said the bill would remedy the great defect of the existing law, by allowing the bishop to appropriate an unlimited portion of the income of the sequestered benefice to the spiritual necessities of the parish. It would also, however, make bankruptcy compulsory in the event of a clergyman being involved in difficulties, even though the creditors might be willing to accede to a compromise. This, he feared, would create a greater scandal than it removed, for bankruptcy would be a greater scandal than sequestration. He also objected to power being given to the bishops to declare the living void. If charged with drunkenness or immorality a clergyman was tried before the proper tribunal, from whose decision either party could appeal, the penalty being two to five years' suspension. Now, the misfortune or offence of bankruptcy was surely a more venial one, and it was not just, therefore, to empower the bishop, or, on appeal, the archbishop, acting at his pleasure, without any judicial process, to visit it with forfeiture of the benefice. He could not allow the bill to proceed without protesting against the introduction of such a system of discipline.—The amendments proposed by the Bishop of Winchester were agreed to, and the report was received.

The *Union of Benefices Amendment* (1870) *Bill.*—The report of the amendments was also received.

The *Irish Land Bill.*—Adjourned debate on second reading.—Lord Lurgan, as an Ulster landlord, supported the bill.—Lord Dunsany objected to the invasion of the rights of property, which he prophesied would not stop at Ireland.—Lord Leitrim said the bill would create discord and exterminate the small tenantry.—Lord Lichfield, as one who had carefully examined the bill, hoped it would pass promptly, with some amendments to prevent injustice, litigation and sub-division of holdings.—Lord Clancarty approved the principle of preventing capricious eviction; but the bill would want copious amendments.—Lord Powerscourt, as one connected both with Ulster and the South, believed the bill would restrain the oppressive without injuring the just.—Lord Portarlington said capricious evictments must be legislated against, but the bill contained many mischievous provisions.—Lord Lansdowne said this just and generous bill would give the occupier increased security and self-reliance.—Lord Carnarvon anticipated a good result from the bill, but he disapproved of the purchase clauses. The bill did not propose fixity of tenure, and Ireland, to become a prosperous country, must submit to the laws.—The Lord Chancellor said the bill was in harmony with the rights of property and every principle of law and justice. The almost universal testimony of those who had taken part in the debate was that the bill did no more than was already done by every good landlord. If the bill were substantially changed in a landlord sense, and if it failed to pacify Ireland, it would do more harm than good. If, on the other hand, the bill was allowed to have its full and due effect, it would show how earnestly the people of England desired to place the people of Ireland on the same footing of peace and tranquillity with themselves.—Lord Oranmore's opposition not being pressed, the bill was read the second time.

June 20.—The *Union of Benefices* (1870) *Amendment Bill* was read a third time and passed.

June 22.—The *Married Women's Property Bill.*—Lord Cairns moved the second reading. While necessarily dealing with the position as to property of married women in general, its main object was to meet the case of married women in the humbler classes, especially those who were in the habit of working for wages or acquiring earnings for the support of themselves and families. Poor and industrious women, who had exerted themselves to maintain their families, had their small earnings pounced upon from time to time by intemperate, idle, or dissolute husbands, for purposes entirely foreign to the support of the family. The reason was that the common law vested in the husband all the wife's personal property, a rule so inconvenient in practice that, wherever the amount of property justified it, it was modified by settlements, making special provision for the wife. The Court of Chancery, moreover, had very extensively and beneficially modified the rule even where there was no settlement, where the amount of property justified its interference, and where that interference could be invoked. Its temper had always been to insist that the greater or an adequate portion of such property should be settled on the wife and children. While the upper classes were protected against the absolute rule of common law by means of settlements and the interposition of the Court of Chancery, the humbler classes had no protection except that provided at the instance of Lord St. Leonards in the Divorce Act, which empowered a magistrate to grant an order to a wife deserted by her husband, protecting her future earnings against his interference. This was obviously insufficient, for the hardest cases were those where the husband did not desert his wife, but clung to her for the sole purpose of plundering her from time to time of her earnings. In all continental countries laws had been adopted more favourable to married women, and the United States and Canada had introduced legislation similar to or in the direction of the present bill. Three remedies had been proposed for the evil. First, an extension of the system of protection orders, but these, at present, did not reach the worst cases, and it was unwise to require a poor working woman, as a

condition of protection, to present herself in a police-court for the purpose, as it were, of effecting a separation of interests, and of suggesting a complaint against her husband, thereby provoking that want of domestic harmony which it should be the object to avoid. Secondly, a statutable form of settlement, applying to all cases where the parties did not themselves enter into a settlement. The women of the lower classes, however, did not want a settlement, which was quite unsuitable to small sums. The third and only remaining course was that proposed by the bill—viz., to alter the general rule of law, to leave settlements to be made where advisable, but in other cases to make the property of the married woman her own until she chose to part with it. If she pleased she might make a gift of it to her husband. Thus the bill would do for the poor what the court of equity did for the rich, by putting the married woman as to property in the same position as the unmarried. Some of its provisions would require consideration, and he himself should propose such amendments, but after the best consideration his opinion was that the principle of the bill was the true one. It had passed the House of Commons two or three times, and was there investigated by a select committee, when evidence was taken, and he believed there was in that House a strong preponderance of opinion in its favour. It was last year read a second time in this House on the understanding that it should not then proceed further, and he should offer no objection to its being referred to a select committee, where some of the niceties of law which it involved might possibly be better considered, and where, owing to its moderate compass, it would occupy but a short time.—Lord Penzance said the bill went far beyond the necessities of the case, for it affected all the married women of England; it would subvert the principles on which the marriage relations had hitherto stood, and its tendency would be to cause increased discord and separation. The bill would give a married woman the same right of possessing and dealing with property, and of contracting obligations with third persons that an unmarried woman enjoyed, while it nevertheless left untouched her right to be maintained by her husband. She would be able to spend her property if and how she liked, without any obligation of contributing to the expenses of the household, and when it was dissipated she would be entitled to support and to pledge her husband's credit for the necessaries of life. She might sue and be sued like a *feme sole*, and there was nothing to prevent her bringing an action against her husband founded upon any matter of contract which she might choose to allege. A husband who expected his wife to keep his home and attend to the children might find her opening a Berlin wool shop with her cousin John as a partner. Surely this was an unnecessary corollary to the protection of women's earnings from idle and dissolute husbands? The common law, broken in upon in the case of settlements, provided that, the wife having no personal property of her own, the husband should have the regulation of the common purse. It was desirable to set up in a household two holders of the purse, two powers, co-equal at first, and likely to be adverse in the end. His special experience had shown him that there was no commoner cause of violence and cruelty, leading to a separation, than the possession of some small sum by the wife which she was in some way able to retain, the result being that the husband first teased and afterwards ill-treated her in order to get hold of it. The bill involved the question whether the husband should rule in his own household. No doubt the property of a woman about to marry was settled (but settled as much to protect it from being spent by her as by the husband) on the children, and in by far the larger number of cases a life interest in it was given to the husband, subject to pin-money. The French law gave the option of community or separation of property, but the former was chosen in 99 cases out of 100. It gave the husband the entire regulation of the expenditure of the common fund, simply requiring an account from him when the community was put an end to, and where this step was necessary, on account of the husband's misconduct, the wife had to go before a court of justice and obtain *séparation de biens*. This was a system which met the necessities of the case. Why should the wife not be able to appear before a county court judge, who, on sufficient proof that the husband was idle, dissolute, or disorderly, would undo the community of goods affixed to marriage by the common law, thus leaving to her her own earnings? The protection orders provided by the Divorce Act were obtained with the utmost facility from any magistrate or from the judge of the Divorce Court on a short affidavit, and they worked extremely well. Why should they not be extended to cases other than those of desertion?—Lord Westbury said the bill had sprung from the sensationalism which delighted in extravagances, and which had applied those notions to the amendment of the law. It would subvert the domestic rule which had existed in this country for more than a thousand years. It proposed that a married woman should be capable of holding, acquiring, alienating, devising, and bequeathing real and personal estate. The object of legislation should be to make a man and his wife one soul and one spirit, and to devote their property entirely to the benefit of themselves and their children; but the bill had quite an opposite tendency. The bill would enable a married woman to dispose of leasehold houses or railway shares in any manner she chose, and if there was some person for whom she had greater affection than for her legitimate lord, she might lavish the proceeds upon him. A woman of the labouring class would be frequently subjected to the temptation of buying expensive articles by pedlars and others. She would be summoned to the county court for payment, and if the order of the Court were disobeyed the judge would have power of imprisonment. Was it desirable to expose such a woman to a temptation to which she would certainly yield, as she had done from the beginning, and then to put her in prison? But the law which gave the wife's real and personal property to the husband should be altered. The property might be invested, the husband having the management and administration of the income, and being controller of his household until he made a bad use of that power. As to property accruing after marriage, it should, if it exceeded a certain sum, be settled for the benefit of the wife and children, including also, if they pleased, the husband. As the bill stood the wife would be under no obligation of contributing to the maintenance of the establishment, her only liability being to pay the parish perhaps 5s. a week if her husband became chargeable to the parish, while his obligation to support her was left untouched. The best course would be to reject the bill and substitute for it one with reasonable provisions which would probably have some chance of passing both Houses. The passing of the present bill was out of the question.—Lord Romilly said that, if the bill were carefully reformed by a select committee, the House of Commons, he believed, would cheerfully accept it as a measure improved by noble lords who had paid attention to the subject.—The Earl of Shaftesbury recognised the need of protection to married women's property, but the bill went far beyond what was necessary, and struck at the root of domestic happiness, introducing insubordination, equality and something more.—The Lord Chancellor commented on the absence from the bill of any restraint protecting the wife from herself. He held, for himself, to the old-fashioned notion that the head of the family must be the husband. By the bill the husband remained liable for all his wife's debts except two kinds—namely, debts which she had contracted before marriage, and he was not to be liable in damages for his wife's *torts*. The inference was that he was to be left responsible in all other respects for her debts. He would not pursue the details of the measure, and he believed that the 10th section of the bill might be made to work out all that was desirable.—Lord Cairns reminded Lord Westbury that every woman in England who had property to her separate use might make contracts, might accept bills of exchange, or buy race-horses if she had a mind to do so, and that every one of those contracts would be valid. He made the same answer to several other objections urged against the bill. It was further stated that the bill contained no provision rendering it obligatory on the wife having property of her own to contribute to the support of her children. But a wife under the bill would be subject to the same obligations in that respect as was now the case. He was not a promoter of the bill, he only had charge of it. Nor was he responsible for many of its provisions. All he desired to do was to secure that wherever property had been acquired by a married woman by virtue of her own industry, be it either bodily or mental, she was entitled to the property so acquired to her separate use, just as if it were settled in the Court of Chancery to her separate use. That he considered the principle of the bill. Some of the provisions he thought unnecessary.—Lord Westbury was quite content with this

assurance with regard to the principle of the bill. It was limited to the settlement of property acquired by the woman's own labour, mental and bodily.—The bill was read a second time and referred to a select committee.

The *Appellate Jurisdiction Bill* was read a third time and passed.

The *Felony Bill* was read a third time and passed.

June 23.—The *Irish Land Bill*.—Committee.—Clause 1 (Ulster Custom).—The Duke of Richmond moved an amendment, that the Ulster tenant shall not transfer himself to a subsequent clause unless the Court shall be of opinion that his doing so involves no injustice or breach of contract towards his landlord.—The Lord Chancellor of Ireland (O'Hagan), said the consent of the Court as already provided was enough.—Lords Cairns, Salisbury and Oranmore supported the amendment. Lord Westbury, the Lord Chancellor, the Duke of Argyll, and Lord Lansdowne, opposed it.—Reserved for consideration in the report.—Clause 2 agreed to, subject to consideration of the amendment in clause 1. Clause 3 (Compensation in absence of custom). An amendment by the Duke of Richmond that the highest scale of compensation should only be given to tenants under £4, instead of £10, and that the amended scale should be —£4 and under, seven years' rent; from £4 to £10, six years'; from £10 to £20, five years'; from £20 to £40, four years'; and the rest according to the Government scale, was carried by a majority of 92 to 71.—Debate adjourned.

HOUSE OF COMMONS.

June 17.—*Unemployed Labour*.—Mr. McCullagh Torrens drew attention to the want of employment last winter and feared a recurrence. He wished the question to be considered apart from poor-law and pauperism. He wanted the Government to establish an office where every working man who produced £3 might procure a ticket which would take him to Canada or Australia. The adoption of such a scheme would tend more than anything else to knit together the different portions of the Empire.—Lord G. Hamilton seconded.—Debate adjourned.

June 20.—The *Stamp Duty on Leases Bill* was read a third time and passed.

The *Bridgwater and Beverley Disfranchisement Bill*.—The Lords' amendment considered and agreed to.

The *Sale of Poisons (Ireland) Bill* was recommitted.

The *Dividends on Stock Bill* passed through committee.

The *Salmon Acts Amendment Bill* was read a third time and passed.

June 21.—*Bishops in Parliament*.—Mr. Beaumont moved for leave to bring in a bill to relieve the bishops from their attendance in the House of Lords.—Mr. Locke King seconded the motion.—Mr. Gladstone opposed it.—Leave was refused by a majority of 158 to 102.

Municipal Franchise (Ireland) Amendment Bill.—Mr. W. Johnstone introduced a bill to alter and amend the law relating to the municipal franchise in Ireland.

June 22.—The *Capital Sentences (Court of Appeal) Bill*.—Sir G. Jenkinson, moved the second reading. The bill was limited to cases of persons convicted of capital offences where the judge certified for an appeal in the event of his being satisfied upon affidavits either that some facts not brought forward at the trial might, if proved, have obtained an acquittal of the prisoner; or that some facts exculpatory of the prisoner had been discovered since the trial, which, if proved at the trial, might have affected the verdict. He intended to add a third proviso, to the effect that an appeal should lie if the judge were of opinion that circumstances rendered it questionable whether the extreme penalty of the law ought to be carried out. The appeal of a murderer ought to be made to a public tribunal, and not the to Home Secretary. In support of this view he quoted the opinions of Sir F. Pollock given before the Criminal Law Commission. Mr. J. D. Lewis moved that the bill be read that say six months. The question, if dealt with, should be dealt with by the ministry. It was not a new one; it had been brought forward in 1844 by Mr. (now Lord Chief Baron) Kelly; in 1848, by Mr. Ewart; and in 1860, by the member for Wexford; when the late Sir G. Lewis made a most exhaustive speech on the whole subject. Besides this, it had been considered by a committee of the House of Lords in 1848, and incidentally by the Capital Punishment Commission, which reported in 1866. Lords Lyndhurst, Denman, and Brougham had declared against it. A written letter was addressed to all the then existing judges for their opinion on the matter, and every single answer was opposed to it. So in 1864, Lord Wensleydale, Mr. Baron Martin, and Sir G. Grey gave their opinion unanimously that such an appeal would be mischievous. The bill was totally unworkable. How was it possible to constitute a court within the conditions prescribed by the bill? Where were the expenses of the appeals to come from? Besides, after all, according to the last clause of the bill, the appeal must ultimately come to the Home Secretary, who would have to decide the case, after two bad trials instead of one good trial.—Mr. Bristowe supported the amendment, because the proposed new tribunal would have nothing more to do than what was done by the Home Secretary at present.—The Attorney-General said the bill failed to grapple with a difficulty which had never yet been grappled with, and that was the difficulty, if a new trial was allowed in criminal as in civil cases, of not allowing it to both parties. The practical effect of the machinery provided by the bill in respect to the constitution of the Court would be to cause great delay in the execution of the sentence, as some of the proposed judges might not be able to attend for a long time after being summoned, and then, after that delay, people would say that it was too late to hang the convict, and, at any rate, capital punishment ought not to be abolished by a side wind of that kind. Assuming, however, that the new Court assembled in good time, still it had not the power to institute a new trial in a regular way before a jury, but could only enter upon a new investigation of a bastard description unknown to the law; and the new Court was afterwards to report to the Queen as to a free pardon, or commutation of the sentence, or otherwise as it might deem right. In fact, the bill placed the judges of the new Court in the position of the Home Secretary, and made them the advisers of the Crown; and here a constitutional objection arose, because it was a constitutional principle that the executive and judicial functions should be kept distinct. Under the existing system the Crown was advised by the Home Secretary as to the exercise of the prerogative of mercy, and the Home Secretary was responsible to Parliament for the advice given. The bill was, therefore, open to the further objection that it made the advisers of the Crown, in respect to the exercise of the prerogative of mercy, a body not responsible to Parliament. At the same time the bill did not relieve the Home Secretary from the duty of advising the Crown in that matter, for that high functionary would still be, after the passing of the bill, as powerful as ever, and might give the Crown whatever advice he pleased with regard to the commutation of capital sentences. The bill was an ill-considered attempt to deal with a complicated subject.—Mr. Lopes said the principle was bad and the machinery, if possible, worse.—Mr. Bruce commented on the defects of the bill.—The amendment was then agreed to, and the bill rejected.

The *Lodgers' Goods Protection Bill* was read a second time.

The *Joint Stock Companies Arrangement Bill* was read a second time.

The *Mortgages (No. 2) Bill* and the *Mortgages (No. 2) Stamp Duty Bill* passed through committee.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF MISSOURI.

May 2.—*Schlafroth* v. *Ambs and Wife*.

Married Woman's Separate Property—Liable in Equity for her Debts.

CURRIER, J.—The competency of a married woman to bind her separate property, by giving notes and other obligations, can no longer be regarded as an open question in this State, however unsettled the doctrine may be elsewhere. As to her separate property, she is here regarded as a *feme sole*, and, as to that, competent to make contracts, which a court of equity will enforce, not against her personally, but against her separate estate; and not only so, but the contract itself, as, for instance, a promissory note, is evidence of her intention to charge such property. It is sufficient *primâ facie* evidence to establish the existence of such intention, without the introduction of other proofs.

We deduce from the authorities the following conclusions:—

1. That a *feme sole* may acquire by purchase, as well as by gift, a separate estate, and that, too, through a deed directly to herself, without the intervention of trustees, and that such separate estate will be protected, in equity, against the marital rights of an after-taken husband, who shall acquiesce in the arrangement, and allow his wife to manage and control the property as her own, notwithstanding the marriage.

2. That equity will also subject such estate to the payment of her debts and obligations. When she joins in the execution of a note, it will be inferred that she intended thereby to charge her separate property, without further proof, in the first instance, of such intention. Equity protects the separate interests of a married woman against the claims of her husband and his creditors, but not against the just claims of the creditors of the married woman herself. On the other hand, as already suggested, it will subject such property to the payment of her own debts, and vindicate the rights of those with whom she contracts.

The further point is made that it does not sufficiently appear that the plaintiff has exhausted his legal remedies against the husband, who is a joint maker of the note which is sought to be made good out of his wife's separate estate. The petitioner avers that he has no property whatever, and that fact is admitted by the demurrer. It is not at once perceived what legal redress a creditor can have against a debtor who is destitute of all means of payment. However that may be, this is not a case where the doctrine in regard to the exhaustion of legal remedies applies. This is an equitable proceeding to subject the separate estate of Mrs. Ambs to the payment of her note, by the execution of which she is presumed to have intended a charge upon such separate property. As against this property the plaintiff had no legal remedy. The jurisdiction of chancery to subject it to the payment of her debts is in no way dependent upon antecedent legal proceedings of any kind. The plaintiff never had any legal remedy against Mrs. Ambs or her property. His first and only remedy was in chancery.

CONSTANTINOPLE.

Supreme Consular Court.

(Before Sir Philip Francis, Knt., Judge.)

May 23.—*In re Poscher* v. *Valsamachy.*

Personal Liability of Practitioners.

In this case Mr. M'Coan, barrister, the plaintiff's advocate, had given an undertaking to pay into court a sum of £20 on account of the defendant's costs in the action. An order had been made by the Court calling on Mr. M'Coan to pay this sum, the order being endorsed in the usual manner with a memorandum to the effect that if the order were disobeyed he (Mr. M'Coan) would be liable to an execution levied on his goods. Mr. M'Coan had obtained a rule *nisi* calling on the plaintiff to show cause why this order should not be set aside.

Mr. Harvey (solicitor), the defendant's advocate, now showed cause against the rule. He argued that in that court there was no distinction between barristers and attorneys or solicitors; consequently Mr. M'Coan was personally liable on the undertaking given in this case, and the case was exactly that of an attorney, who by the English law was liable to attachment if he disobeyed an order of Court. He cited *Re M'Dermott*, L. R. 1 P. C. 267; Patterson on Common Law (ed. 1857), 1243, 1244; *Re Wallace*, 15 W. R. 533.

Mr. M'Coan, *contra*, said that he opposed the order as a matter of principle. He admitted that he himself, like other barristers practising in that court, practised both as barrister and attorney; but he contended nevertheless that the distinction between barrister and attorney was not lost, and that consequently he, as a barrister, incurred no personal responsibility on any undertaking given on behalf of his client.

The Judge.—We have to decide a point which I thought had been by the practice of this court already decided, but of which probably we have no record, and that is the position of practitioners in this court. It is urged that, an attorney practising as a counsel and a counsel practising as an attorney, they have both the same liabilities and the same advantages. Now, I have no doubt whatever that the practice has been for practitioners here to be in the same position whether they are attorneys or counsel. It would be impossible to carry on the business of this court with the limited bar we have if that rule, which obtains in the colonies and elsewhere, were not adopted. It has been adopted, and with very beneficial results; and for the first time I now hear to-day that a barrister-at-law making an engagement in court or in chambers is in a different position to an attorney who had made a similar engagement. I wish, therefore, to repeat distinctly what I said before, when the rule *nisi* was obtained, that barristers and attorneys have in this court, and must have from the nature of things, the same liabilities and the same duties. We know perfectly well what the distinction is between these two divisions of lawyers in England and Ireland—a division of duties which works well there, but which would not work well here—which could not work well here. Barristers out here perform all the functions of attorneys. They take out summonses, take the evidence of witnesses, pay fees, and do all those things which are usually done by attorneys and attorneys' clerks in England, and that without the slightest degradation or derogation to their character. In the same may we listen to solicitors practising in this court with the same deference and the same pleasure that we do to learned counsel, and there is no distinction whatever between the two orders of the profession which I have ever heard made in this court, or which I am inclined to make in this court, unless instructed from higher quarters. Then we come to the real question of fact. . . . If such an engagement had been made by an attorney—by Mr. Harvey, or any other gentleman practising here as an attorney—there could not be a doubt for one moment that he would have been held personally responsible for its fulfilment. I do not think it would have been attempted to have disputed it. As I have already said, the position of a barrister and an attorney in this court is the same. It appears to me an inevitable conclusion that practitioners in this court, whether barristers or solicitors, making such an engagement, must be held to it. There was nothing offensive as coming from this Court in insisting on such a course. It is due to the Court, it is due to the rest of the practitioners, it is due to the public. The only thing I am astonished at is that what I conceive to be such a well-recognised fact as that of the merged condition of the character of attorney and counsel in this court should be now disputed, and that after such an arrangement in my chambers with me, and such an undertaking publicly made in court afterwards, the matter should be disputed at all. I insist, therefore, upon the original order being carried out, because I think it is due to the Court, due to the practitioners of this court, whether counsel or attorneys, that as a matter of justice such an engagement made in such a way should be carefully, faithfully, and anxiously fulfilled. Therefore this rule will be discharged.

Rule *nisi* discharged accordingly, and with costs against Mr. M'Coan.

(Abridged from the *Levant Times.*)

OBITUARY.

MR. J. A. DORANT.

Mr. James Annesley Dorant, solicitor, of St. Albans, Herts, died at Abbey Cottage on the 1st of June, at the age of eighty years. He was certificated in 1813, and for upwards of half a century served as Deputy Clerk of the Peace for the county of Herts and liberty of St. Albans; he was also clerk to the commissioners of taxes for the hundred of Cashio.

MR. R. G. TUCKER.

Mr. Richard Grant Tucker, solicitor, died at St. Peter-street, Tiverton, on the 12th June. He was admitted in Michaelmas Term, 1840, and filled the office of clerk to the land, assessed, and property tax commissioners of Tiverton, which office becomes vacant by his death. He was also vestry clerk and clerk to the burial board, and acted as agent to the Imperial Fire and Life Assurance Company.

MR. J. ANDREWS.

Mr. John Andrews, a retired solicitor, of Modbury, Devonshire, died at that place on the 12th of June, at the advanced age of 83 years. He retired from practice several years ago, but continued to take an active interest in the local affairs of Modbury, in which and the neighbouring parishes he owned considerable property. On his retirement, he was succeeded in his practice by his son, Mr. Richard Andrews.

MR. D. D. KEANE, Q.C.

Mr. David Deady Keane, Q.C., Recorder of Bedford, died on the 20th of June, in the sixtieth year of his age. He was educated at Trinity College, Cambridge, and afterwards proceeded to the German University of Göttingen, where he graduated Ph. D. in 1831. He was called to the bar at the Middle Temple in June, 1835, and soon after joined the Norfolk Circuit. Mr. Keane first acquired a reputation for his knowledge of the law relating to the constitution, powers, and duties of parochial and other local bodies. He was a revising barrister on this circuit from 1856 till 1863, and became Recorder of Bedford in July, 1861, in succession to Sir Richard Couch, appointed to a judgeship at Bombay. In early life he was a Parliamentary reporter, and after being called to the bar he acted as reporter in the Court of Queen's Bench. He published several legal works, among which may be mentioned "A Collection of all the Statutes and Parts of Statutes now in force relating to Gaols and Houses of Correction in England and Wales," "The Nuisances Removal Acts for England and Wales, with Analysis, &c.;" and "Reports of Cases in the Common Pleas on Appeals from the Decisions of the Revising Barristers from 1854 to 1862." In July, 1865, he unsuccessfully contested Beverley. Mr. Keane married, in 1849, Julia, youngest daughter of Dr. Marshall, by whom he had one son and three daughters.

MR. THOMAS DARWELL.

We printed last week a short notice of the lamented death of this gentleman. We now extract from the *Manchester Courier* the following obituary, written by an intimate friend of Mr. Darwell:—"Mr. Darwell was a native of this city (Manchester). He was of an old Manchester family, and an account of his father and grandfather, the former of whom was educated at the Manchester Free Grammar School, will be found in the second volume of the Grammar School Register, published by the Chetham Society, p. 61. Mr. Thos. Darwell, the second son of his father, was educated for the legal profession, under Mr. Bellenden Ker, as conveyancer, and Mr. Joseph Brown, Q.C., as special pleader, and was admitted as an attorney in 1840. He became in the same year a partner in the firm of Cooke & Beever, in which he had served his articles of clerkship—an office of old standing in Salford, and which may be traced back, we believe, through a regular professional succession for a period of upwards of a century and a-half. It was subsequently removed to Princess-street, and later to John Dalton-street, the existing firm being Beever, Darwell, & Taylor. Mr. Darwell's professional acquirements, sound practical sense and judgment very soon gave him a distinguished position as a solicitor, and established a basis of general confidence with all who employed him, which was never shaken or impaired during his life-time. He devoted himself unremittingly to the business of his clients, and allowed no consideration to interfere with the discharge of his duties in connection with the varied and very important interests which he was called upon to watch over and attend to. The patient, orderly, and systematic manner in which he transacted business, and the quiet self-possession and intelligence which he uniformly displayed—never saying one word more than was strictly necessary in its progress—all those who were brought into contact with him will well remember. There may have been solicitors of more brilliant talents, of larger mental cultivation, and of more profound legal learning, but it may be doubted whether there has been one in this locality in whose integrity, discretion, tact, and good sense a stronger reliance has been felt. He was, in fact, made to be trusted. Accordingly he was placed in situations of high responsibility, to fill which well qualities of no ordinary kind are required, and he never disappointed expectation. He succeeded Mr. Cooke as the adviser, on behalf of the firm, of the feoffees of Chetham's Hospital, by whom he was much valued and respected; was the secretary and receiver to Hulme's trustees, being appointed in October, 1841, and occupied other situations of like character and importance, besides superintending the management of large estates of private clients. By all whose professional interests he attended to will his loss be felt, and personally and socially his departure will cause deep and sincere regret. Though not an active politician—for he devoted himself entirely to his profession—he was a consistent Conservative, and an attached member of the Church of England. In private life his habits were retiring and unobtrusive, but no one enjoyed more the society of a few select friends when the exacting calls of business allowed him an opportunity. Kindly in disposition and disposed at all times to assist others he was never wanting in counsel and sympathy, and he was liberal and charitable, without parade or ostentation, to an extent of which only those who were on the most intimate terms with him could form any idea. Mr. Darwell had for some time been suffering under an insidious complaint, which he had attempted to subdue by temporary absence from home and relief from the cares of business, but on his return he sunk under it on the 13th instant, at the comparatively-speaking early age of 53. He was a bachelor, and his nearest relations are nephews and nieces. . . . . It may be added, in conclusion, that Mr. Darwell was some time comptroller of the Chancery Court of Lancashire, a director of the Manchester Exchange, and a trustee of Owen's College. He has left legacies in his will to the Solicitors' Benevolent society, of which he was a member, and to the Manchester Law Clerks Friendly Society. He was a member of the Manchester Law Association, and the Metropolitan and Provincial Law Association." The legacies are £90 free of duty to each society.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 29th, at eight p.m., precisely, when Mr. John Finlaison will read a paper on "The law of intestate succession to real estate." Mr. George Sweet will preside.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Michaelmas Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ALLEN, JAMES MASON—David W. Heath, Nottingham; and G. L. P. Eyre, 1, John-street

BAKER, THOMAS WATKINS—William Charles A. Williams, Monmouth

BELLYSE, FREDERICK—Frederick C. H. Bellyse, Audlem

BLASHFIELD, EDWARD—John G. James, Hereford

BLOCK, WILLIAM CHANDLER—Benjamin P. Grimsey, Ipswich

BOWNASS, JOHN TITTERINGTON—John H. Taylor; and John Fisher, Windermere

BOYS, TOKE HARVEY—Boys & Son, Margate; and Druce & Co., 10, Billiter-square

BRADLEY, ALFRED MATTHEW—Henry Barker, Huddersfield

BROUGHALL, ROBERT—Henry Davies, Oswestry

BROWNE, GEORGE RICHARD—James A. Wild, 10½, Ironmonger-lane

BROWNE, LEONARD DRAGE—John William H. Crane, Cambridge

BUNTON, EDWARD FRESTON—William Gribble, 12, Abchurch-lane

CAMPBELL, JAMES CHARLES—George William R. Wainwright, 9, Staple-inn

CANT, EDWARD—Edmund L. Pugh, Worcester

CARLYON, ALEXANDER KEITH—Edmund Carlyon, St. Austell

CHAPMAN, STANLEY—Thomas Goffey, Liverpool

COLLINS, JOHN THOMAS FRANCE—James B. May, 67, Russell-square

COOKE, JOHN HENRY—John Cooke, Over

COPPOCK, OLIVER—Henry Coppock, Stockport

CORY, HENRY—John Glyde; and William Glyde, Yeovil

COX, EDWARD GORDON—Andrew A. Collyer-Bristow, 4, Bedford-row

COX, THOMAS ALFRED—Willoughby & Cox, 13, Clifford's-inn

CRIPPS, EDWARD, Jun.—John Ingram, Steyning

DAVIES, EVAN—William R. Smith, Swansea

DAY, FREDERIC—Robert J. Crosse, South Molton

DEARDEN, CHARLES FREDERICK—Henry Taylor, Manchester

DICKINSON, JOHN—James Brockbank, Whitehaven

DIXON, ADFRED GILL—William Moordaff, Cockermouth

DOWNES, EDWARD—Arnold William White, 12 Great Marlborough-street

EKING, WILLIAM GEORGE—Francis Burton, Nottingham
ESSERY, ALBERT—John Henry Clifton; George L. King; and William Plummer, Bristol
EWING, JOHN DUCKER—Joseph Bridgman, Chester
FAREBROTHER, FRANCIS EDWIN ESSINGTON—William D. H. Oehme, 221, Gresham-house
FIDLER, WILLIAM ANTHONY—John Nanson, Carlisle; and Walter B. James, 23, Ely-place
FRANKLIN, SAMUEL—Weston J. Sparkes, Crediton
GOSSET, MONTAGUE CALLAWAY—Montague Gosset, 4, Coleman-street
GREAVES, BENJAMIN—Benjamin Burdekin, Jun., Sheffield
GREGSON, FREDERIC—William Gregson, Rochford
GRIFFITH, WILLIAM NEWLING—William Griffith, Dolgelly; and Chas. Wilkin, 10, Tokenhouse-yard
GURDON, VERO WILLIAM—John Frederick Robinson, Hadleigh
HANNAN, JAMES—Charles Edward Bretherton, Birkenhead
HANNE, THOMAS ARUNDELL—Richard N. Howard, Weymouth
HARBIN, CHARLES ORTON—Peter T. Harbin, 12, Clement's-inn; and Stephen Camp, 12, Paternoster-row
HASLEWOOD, EDWARD WILLIAM, Jun.—Edward Wm. Haslewood, Bridgnorth; and Frederick Turner, Aldermanbury
HELLARD, EDWIN—Charles B. Hellard, Portsmouth
HICKMAN, WILLIAM JOHN—William Hickman, Southampton
HILLMAN, EDWARD—George P. Hill, Brighton; and Charles A. Emmet, 14, Bloomsbury-square
HODGKINSON, ROBERT—Grosvenor Hodgkinson, Newark-upon-Trent
HOLCROFT, THOMAS WILLIAM—William F. Holcroft, Sevenoaks
HUGHES, ARTHUR JOHNSON—Hugh Hughes, Aberystwith
ISAACS, JOHN, Jun.—John P. Murrough, 11, Great James-street
JACKMAN, EDWIN—Francis W. St. Barbe, Lymington
JAMES, EDWARD NUGENT—James T. Bullock, Purton, near Swindon
JONES, CHARLES—William P. Yearsley, Welshpool
JULIAN, WILLIAM—George Eaton, Kingston-upon-Hull
KINCH, WILLIAM—Thomas E. Kinch, Deddington; and George Badham, 40, Queen-street
KNOTT, ALFRED—James Edward Underhill, Wolverhampton
LABRON, THOMAS, Jun.—John Proud, Bishop Auckland
LEE, HARRY WILMOT—Thomas Bolton, 2, Broad Sanctuary
LEWIS, EDWIN JAMES—Charles Carne Lewis, Brentwood
LEYSON, ROBERT THOMAS—Jas. Kempthorne, Neath; and Alfred Anstie, 55, Lincoln's-inn-fields
LUCAS, CHARLES—Joseph Vines, Newbury
LYNDE, WILLIAM ALFRED—Charles Aston, Manchester
MACKRELL, HENRY PERCEVAL—William Thos. Mackrell, 25, Abingdon-street; James S. Hargrove, 3, Victoria-street; and William B. Tarrant, 2, Bond-court
MARFLEET, JOHN—Charles Adderley, Longton
MARTIN, PHILLIP—Meaburn S. Tatham, 3, Frederick's-place
MCMILLAN, ROBERT—Robert B. Peren, South Petherton
MILLS, THOMAS CHARLES—H. S. L. Hussey, 10, New-square; and Chas. Meredith, Jun., 8, New-square
MORRIS, CHARLES EDWARD—Lewis Morris, Carmarthen
NELSON, JOSEPH DUNN—Edmund Whitworth, Manchester; C. Fiddey, 3, Harcourt-buildings, Temple
NEWBORN, GEORGE—Thomas Taylor, Epworth
OLLARD, SIDNEY—William L. Ollard, Wisbeach; and Henry Nicholson, 25, College-hill
PACY, GEORGE—Thomas William Denman, East Retford
PAGE, SAMUEL WELLS—J. Hunt Thursfield, Wednesbury; T. C. Fawcett, 6, Lincoln's-inn-fields
PARROTT, WILLIAM ROSE—John Parrott, Stony Stratford
PARTON, JOHN—Samuel George Johnson, Faversham
PEARSE, JOHN PETHERBRIDGE—Thomas H. Gill, Devonport
PECKHAM, WILLIAM—Robert Peckham, Tottenham
PETER, APSLEY PETRE—Richard Peter, Launceston; and Robert W. Childs, Coleman-street
PHILLIPS, GEORGE HERBERT—Samuel Hall, Bacup
PLACE, WILLIAM GORDON—James Bouskell, Leicester
PLANT, EDWARD HENRY—Benjamin Evans, Newcastle Emlyn
PORRETT, DAVID HUNTON—Henry Turnbull, Scarborough
PRITCHARD, THOS. HENCHMAN—Henry Devereux Pritchard, Painters' Hall
RICHARDSON, THOMAS FOULDS—William Tilby, Lancaster
RICHARDSON, HENRY—James P. Shepherd, Penrith
RICKETTS, LOFTUS HERBERT—James R. Bramble, Bristol
RODGERS, CHARLES, jun.—Charles Rodgers, sen., New Sleaford
ROOPER, GEORGE FREDERICK—George Rooper, 26, Lincoln's inn-fields
RYE, FRANCIS—Edward Rye, 16, Golden-square.
SAINSBURY, GEORGE EDWARD—Thomas W. Gibbs, jun., Bath; Thomas W. Gibbs, sen., Bath; and James Pilgrim, Church-court, Lothbury
SANDFORD, HENRY—Samuel Potter, 36, King-street
SENIOR, JOE—John Tyas; and George Harrison, Barnsley
SHACKLOCK, THOMAS HARVEY—Thomas H. Shacklock, sen., Carlton-upon-Trent; Henry M. Burt, Carlton-upon-Trent; and John Cutts, Chesterfield
SHEPHERD, ALGERNON HENRY—James Stilwell, Dover
SIMPSON, JOHN FLETCHER—David William Heath, Nottingham
SMITH, GEORGE THOMAS—Charles Hugh Edwards, Birmingham
SMITH, HENRY OKE—Francis Edward Smith; and Francis Edward Smith, Crediton
SMITH, RADCLIFFE WILLIAM—William Radcliffe, Liverpool
SMITH, SEDDON BOWMAN—Evans & Lockett, Liverpool; Neal & Philpott, Great Knightrider-street
SMYTHE, HENRY GERALD—Bransby William Powys, 38, Russell-square
SOUTHALL, HORATIO WILLIAM—Francis Adams and Horatio Southall, Birmingham
SOUTTER, HENRY OLDHAM, B.A.—Frederick Weatherall, 7, King's Bench-walk
STANDLEY, FREDERICK WILLIAM—William Henry Tillett, Norwich
STANNARD, RICHARD—William James Scott, 92, and 93, Fleet-street
STENNING, FREDERICK STOVELD—Joseph Jackson, Devizes
STEVENS, GEORGE ALDEN—Henry Blake Miller, Norwich
STROUD, CHARLES—Charles Richard Norton, Salisbury; and Geo. L. Cowley, Nottingham
TALLENTS, GODFREY, jun.—Godfrey Tallents, Newark-upon-Trent
TAYLOR, THOMAS RICHARD—Maskell W. Pearce; and Thos. F. Taylor, Wigan
TERRY, JOHN FREDERIC—John Terry, 13 and 14, King-street
THURMAN, ABBOTT—Frederick William Parsons, Nottingham
TYSON, EDWARD THOMAS—Silas Saul, Carlisle; and Edward Tyson, Maryport
VINING, CHARLES PORTMAN—William & A. Brittan; and William Brittan, Bristol
WADE, EDWARD FRY—William Woolfryes, Banwell
WADSWORTH, WILLIAM—Henry Wadsworth, Millbridge
WALFORD, LIONEL NICOLAS—Herbert H. Walford, 27, Bolton-street; and Bartle J. L. Frere, 28, Lincoln's-inn-fields
WALKER, EDWARD ROBINSON—Jno. Jas. P. Moody, Scarborough; and Robert Rowell, Manchester
WALLER, WILLIAM THOMAS—William Henry Waller, 2, Duke-street, Adelphi
WALLER, ROBERT PRETYMAN—Edward M. Beloe, King's Lynn; Wm. G. Coulton, Dudley; and Robert Hart, Chancery-lane
WARBURTON, FRANCIS—Richard Heaton, Burslem
WARNER, WILLIAM HENRY—John P. Aston, Manchester
WATKINS, THOMAS, Jun.—James Gilbert Price, Abergavenny
WEEDING, THOMAS WEEDING (late Thomas Weeding Baggallay)—Frederick Turner, 68, Aldermanbury
WILLIAMS, THOMAS CHRISTOPHER—Walter D. Davies, Sherborne-lane
WILLIAMS, WELLINGTON—John Fredk. Young; and Robt. R. Nelson, 6, Frederick's-place
WILLIS, CHARLES—John McMillan, 39, Bloomsbury-square.
WILSON, JOHN HENRY—Thomas F. Inman, Bath.
WINTER, EDWIN—William Henry Ashurst, General Post Office.
WOODGATE, ERNEST—Wm. Woodgate, Raymond-buildings; and Henry W. Purkiss, 1, Lincoln's-inn-fields.
WOODMAN, THOMAS BENJAMIN—William & Benjamin Woodman, Morpeth.
WOODWARD, HARRY—Jno. H. J. Woodward, March; and H. W. Ravenscroft, Great James-street.
WORTHINGTON, CHRISTOPHER—John E. Ward, Congleton.
YIELDING, CHARLES WILLIAM TOWNLEY—James Townley, 2, Gresham-street.

In Michaelmas Term, 1870, pursuant to judges' orders.

ARGYLE, THOS., jun.—Thomas Argyle, Tamworth.

BARNARD, JAEL MORRIS—Henry A. De Medina, 3, Primrose-street; and Joseph Smith, 3, Arbour Cottages, Stepney.
CADDICK, FRANCIS—Edward Caddick, West Bromwich.
DIMOND, CHAS. BAKER—Chas. Jno. Dimond, 10, Henrietta-street, Cavendish-square.
FLEET, AUGUSTUS—Henry A. Deane, 14, South-square.
HARRIS, ALEXANDER—Edward Lewis, 22, Great Marlborough-street; and Edward T. Lewis, 1, Albany-court-yard.
HEARFIELD, THOS. WARD—John Hearfield, jun., Kingston-upon-Hull.
JOHNSON, GEO. WILLIAM—Geo. D. Stibbard, East India-avenue.
JONAS, JOHN HENRY—William N. Finch, 14, Clifford's-inn; and Henry Dyte, 6, King's Bench-walk.
PRIDMORE, RICHARD—Geo. Ashley, Frederick's-place, Old Jewry.

In Michaelmas Vacation, 1870.

MATON, LEONARD JAMES, B.A.—John Mackrell, 21, Cannon-street.
MILLS, HARRY—J. B. Shepherd, Stourbridge.
PEARSON, THOMAS FRANCIS—James Gray, Whitby.
PIESSE, FRANCIS EDMUND—S. P. Freeman, 35, Coleman-street; and F. C. Piesse, 15, Old Jewry.
SWAYNE, WILLIAM HENRY—C. E. Deacon, Southampton.
WARD, BENJAMIN—N. G. Ravenor, Witney.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.

Whereas, it is proper that the accounts kept by the Accountant-General of this court should be examined and compared, in order to settle the same, and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Friday, the 19th day of August next, to Friday, the 28th day of October next inclusive, excepting upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books kept at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this Court, be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order and request or registrar's certificate be left at his office on or before Saturday, the 6th day of August next; and that no order for payment of any money out of court which may then be in court be received in the Accountant-General's office after Tuesday, the 9th day of August next, provided nevertheless that the office of the said Accountant-General shall be open on Friday, the 7th, Saturday, the 8th, and Monday, the 10th days of October next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which have become payable prior to or during the closing of the office aforesaid. And to the end that the suitors may have notice hereof, and apply to the court as there shall be occasion to have money paid to them out of the bank, or stocks or annuities transferred to them before the 19th day of August next, I do order that this order be entered and set up in the several offices of this court.

HATHERLEY, C.

CAUSE LIST.

Sittings after Trinity Term, 1870.

Before the LORD CHANCELLOR and Lord Justice GIFFARD.

Appeals.

The City Bank v Luckie pt hd (S.—Feb. 22)
Wilkinson v Lindgren pt hd (R.—Mar. 9)
Hughes v Seaton (J.—Mar. 12)
The Masons' Hall Tavern Co. (Limited) v Nokes (R.—Mar. 19)
Clemow (Pauper) v Geach (J.—March 22)
Bourton v Williams (S.-Mar. 23)
The Land Credit Co. of Ireland (Limited) v Lord Fermoy (R.—Mar. 23)
Earl Vane v Rigden (M.—Mar. 24)
Mc Crea v Holdsworth (J.—Mar. 25)
Thomson v Simpson (S.—Mar. 25)
The Merchant Banking Co. of London (Limited) v Maud (J.—Mar. 28)
Bulteel v Plummer (M.—Mar. 28)
Prees v Coke (J.—Mar. 31)
Marine Investment Corporation v Haviside (J.—April 1)
Molesworth v Molesworth (R. April 6)
Dugdale v Meadows (J.—April 7)
Chillingworth v Chillingworth (S.—April 16)
Boyle v. Robinson (M.—April 16)
Oakley v Wood (M.—April 20)
Cooper v Cooper (S.—April 21)
Weston v Weston (R.—April 21)
Tennant v Trenchard (J.—April 23)
Denny v Hancock (M.—April 26)
In re Bosworthen and Penzance Consols United Mining Co. (Limited) and Companies Acts, 1862 and 1867, appl petn from the Vice Warden of the Stannaries (April 28)
In re The Same (ditto)
Dicconson v Talbot (S.—May 3)
Forester v Read (S.—May 4)
Dean v Bennett (J.—May 6)
Alexander v Mills (R.—May 7)
Wildes v Dudlow (M.—May 9)
Grand Junction Canal Co. v. Shugar (R.—May 10)
Crickmore v Freestone (R.—May 13)
Imperial Mercantile Credit Association (Limited) v Coleman (M.—May 17)
Same v Same (M.—May 17)
Mawson v Fletcher (R.—May 30)
Bayspoole v Collins (R.—June 1)
Edwards v Smith (R.—June 1)
Jegon v Vivian (R.—June 3)
Watts v Kelson (R.—June 7)
Davies v Price, Acraman v Price (J.—June 8)
In re The Agriculturist Cattle Insurance Co. & J. S. Winding-up Acts, 1848, 1849 and 1857 (Bush's case) appl motn (R.—June 7)
Hopgood v Parkin (R.—June 9)
Mack v Postle (S.—June 10)
Bent v Cullen (J.—June 11)
Caldwell v Cresswell (M.—June 11)
Hazell v Barker (M.—June 20)

Before the MASTER OF THE ROLLS.

Causes, &c.

Atherley v. The Isle of Wight Ry. Co. and City Bank m d (not before July 2)
Clarke v Tanner c, w (July 7)
Lloyd v Thomas m d, witnesses before examiner
Cheeseman v Price, Price v Cheeseman f c & five sums, pt hd (June 28)
Brown v Stoneham f c
Fisher v Melles m d (1st cause day)
Joyce v Howard c, w
Clark v Revill c, w (S.O.)
Fretwell v Haines m d (not before June 24)
Winder v Wilson f c (1st cause day)
Cameron v Campbell c, wit
Cameron v Pascoe c, wit
Blunt v Blunt m d, pt hd (1st cause day)
McDonald v Mackenzie m d
Spiking v Gainsford m d
Jesshop v Tickel m d
Cocks v The Bishops Waltham Ry. Co. m d
Gilliat v Gilliat f c
Maclaren v Stainton f c & two sums (July 1)
Gorely v Gorely f c
Taylor v Brown f c
In re Emsley's Estate, Williams v Williams, Druce v Williams f c
Dawson v Dawson m d
Mullings v Trinder m d
Polehampton v Reily m d
Barker v Challenger f c
Gilchrist v Gilchrist m d
Rose v Rogers c
Bagshaw v Gibson m d
Bell v Blyth f c
Graham v Teall f c
Hall v Rawlins c
Rushworth v Furniss m d
Newbery v The Commissioners of H.M. Works and Public Buildings f c
Haydon v Rose f c
Nind v Vicary f c
Webber v Hart m d
Berger v Dobinson f c
Barrett v Mulberry f c
Thomas v Ellis f c
Collard v Collard f c
Potter v The Tottenham and Hampstead Junction Ry. Co. m d
Davies v Brittan c
Davies v Saunders m d
Herbert v Powell m d (short)
Forster v Ellsmore m d (short)
Wolff v Bell m d
Ardley v The Parish of St. Pancras m d
Bryant v Hamilton f c
Morris v Edmunds f c
Coulson v Walker f c
Smith v Britton m d (short)
Shaw v Shaw m d
Stephenson v Hooper f c
Summers v Liddon f c (short)
In re Jane Millett's Estate, Edmonds v Millett f c
Sawyer v The Peterborough Gas Co. c
Barnes v Duff m d (short)
Coller v Alldridge m d
Davies v Parry f c (short)
Wolff v The London Bridge Buildings Co. (Limited) m d
Edwardes v Jones f c
Green v Green m d
Browning v Browning m d
Stubbs v Gilbert c
Haygarth v Lord Mostyn, Hagarth v Lord Mostyn f c
Pearce v Stone m d
Pickworth v Prance m d

Before the Vice-Chancellor SIR JOHN STUART.

Causes, &c.

Catt v Tourle exons to ansr
Mills v The Northern Railway of Buenos Co. (Lmtd) plea
Crook v Corporation of Seaford m d
Gibbs v Ross m d (June 29)
English v Nottingham c
Bulman v Stephenson m d (with Fenwick v Bulman) by order
Feltham v Turner c, w (June 29)

Johnson v Jowitt f c
Dicks v Batten f c
Cowell v Acraman f c & s, pt hd
Pownall v Bockett f c
Cave v Holland f c
Lady Couper v Hamilton, Bart m d
Methuen v Hay m d
Brine v Brine c, w
Jones v Gillard f c
Bainbridge v Morgan f c
Nisbet v Miller f c & s
Johnson v Metcalfe f c
Barber v Barber m d
Bowman v Eilbeck f c
Salkeld v Salkeld f c
Corner v Cursham m d
Nicholson v Wardropper f c
Johnstone v Withering f c
Webb v Baker c
Williams v Pearson m d
Palmer v Flowers m d
Finnis v Take m d
Walker v Cole f c
Ross v Gibbs m d (June 29)
Mills v Haynes m d
Earl v Earl f c
Dickinson v White m d
Ford v The Tottenham and Hampstead Junction Ry. Co. m d
Bartlett v Bovill f c
Hyde v The Attorney-General f c
Weller v Daniels c
Sargent v Newell f c
Acworth v Benton f c
Stebbing v Martin m d
Copping v Copping m d
Bird (pauper) v Bull c, wit
Thompson v Morgan c
Mullock v Matthews f c
Thomas v Putt f c
Chilton v The East London Ry. Co. m d
Wilson v Treasure m d
Broadbent v Williamson m d
Smith v Abraham m d
Westmorland v Holland m d
Major v Major m d
Holland v Wood m d
Brown v Wing m d
Ilderton v Marshall, Ilderton v Dutton f c
Gonner v Bumpstead f c & two sums
Batchelor v Heath m d
Browne v Collins m d
Hodson v Hodson m d
Austin v Cantle f c
Nightingale v Nightingale m d (1869.—N.—25)
Nightingale v Nightingale m d (1869.—N.—8)
Nightingale v Nightingale m d (1869.—N. 45)
Bowes v The Ecclesiastical Commissioners for England m d
Tyler v Yates m d
Young v Waters m d
Bell v Foster f c
Ford v Brown m d
Halfhide v Robinson c
Ormond v Ormond m d
Lewis v Broad f c
Fenwick v Bulman m d
Crosley v Ingham m d
Cameron v Forster f c
Day v Thomas c
Waller v The Tottenham and Hampstead Junction Ry. Co. m d (1st cause day)
Rowland v Bingley f c
Latham v Holden m d
Niblett v Niblett f c
Miller v Miller f c
Bailey v Milman c
Jones v Joynson f c
Keyes v Keyes f c
Bellamy v Holmes m d
Coltman v Gregory m d
Thomas v Williams m d
Blakeway v Partridge m d
Barlow v Pool m d
Frantzman v Mesher f c
Stamp v Stamp f c (1869.—S.—145)
Stamp v Stamp f c (1869.—S.—161)
Smith v Child c
Burridge v Burridge m d
The United Land Co. (Limited) v North m d
Petty v Willson f c
Llewelyn v David m d (short)
Brocklesby v Munn m d
Smith v Hughes m d (short)
Ladyman v Grave m d
Johnston v Johnston f c
Moysey v Stuart sp c
Allender v Philip m d
Champney v Burland m d
Woolicott v Sennett m d
Muschamp v Coombes m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Blake v Blake plea
Sorrell v Cook dem
The Oriental Inland Steam Co. (Limited) v The Secretary of State in Council dem
The International Bank (Limited) v Gladstone m d (wit before examiner)
Earl Beauchamp v Winn c, wit
Lee v The Lancashire & Yorkshire Ry. Co. c, wit (June 28)
Shaw v Shaw c
Trevelyan v Attorney-Gen. c (not before July 1)
Toynbee v Humphries m d
Brown v Macnicol m d, pt hd (June 24)
Levinstein v Wenham c, evidence viva voce at hearing
De Witte v Denne c, wit
Thomas v Thomas m d
Lambe v Eames c
Ridler v Tamplin m d
Lester v Alexander f c
Sutcliffe v Howard f c
Young v Druce m d
Lord v Bottomley m d
Hancock v Heaton m d
Keats v Whittle f c
Burton v Burton c
Brown v Williams m d and pet
The North Eastern Ry. Co. v Watson c, wit (day to be fixed)
Wright v Pitt m d (June 29)
Heard v Pilley c, wit
Harrison v Humphreys c, wit (July 5)
Phillipson v Gibbon f c & sums to vary
Thompson v Farndale m d
Wadeson v White m d
Simpson v Heaton's Steel & Iron Co. (Limited) m d
Forrest v Prescott s c
Richards v Traherne m d
Plumley v Brownlow f c
Small v Lowrey m d
Radmore v Gill m d
Ferrier v Jay s c
The London & South Western Bank (Limited) v Johnson m d
Simcoe v Vowler f c
Cadman v Shepherd s c
Jefferys v Marshall m d
Hepworth v Hepworth m d
Hunter v Walters m d
Curling v Walters m d
Darnell v Hunter m d
Roberts v Shearwood m d
Heasman v Pearse f c (not before July 5)
Lawson v The Tewkesbury & Malvern Ry. Co. m d. (June 28)
Key v Trafford m d
Jenkins v Lewis m d
Brown v Shaw f c (short)
Morgans v Roberts m d
Williams v Foster f c
Field v Smith f c
Wilson v Legh m d
Ryde v Marks m d
Barstow v Baldwin c, wit
Niven v Alcock m d
Whiting v Burke m d (wit before examiner)
Prichard v Prichard m d
Rutherford v Scott m d
The Esparto Trading Co. (Limited) v Johnston c (July 16)
In re Ann Hay deceased, Jackson v Jackson f c & petn
Clark v Henry m d
Rothery v Nelson f c
The Potteries, Shrewsbury & North Wales Ry. Co. v Minor m d
Francis v Wade m d
Sollory v Leaver c
Stayt v Shepard m d
Sheppard v Walter m d
Johnson v Jewell m d
Hale v Adams m d
Vaughan v Vaughan f c
Thornton v Lascelles m d
Watson v Brook m d (1st cause day)
Skinner v The Plumstead District Board of Works m d
Hollins v Taylor m d
Joseph v Hart c, wit
May v May m d
Williams v Hughes m d (not before June 30)
Phillips v Phillips f c
Ashworth v Munn m d
Arkcoll v Sears m d
Shipwright v Clements m d
Elgood v Stephens f c
Saunders v Saunders m d
Austin v Dalzel c
Sherlock v Cole m d
Kennedy v Kennedy m d (short)
Fletcher v Carr m d
Turner v Collins c
The Imperial Mercantile Credit Association (Limited) v Wilson m d
Ryves v Ryves s c
Sweeny v Kenny m d
The Alliance Bank (Limited) v The Xeres Wine Shipping Co. (Limited) m d
Knott v Knott f c
Bolding v Candy f c
Simonds v Cooper m d
Hutton v Robson f c
Moir v Liebig's Extract of Meat Co. (Limited) m d
Edwards v Lugar m d
Fletcher v Parker f c
Temple v The Midland Counties & South Wales Railway Company m d (short)
Westeby v Neale f c
Walker v Walker m d (short)
Herrick v Woods m d (short)
Pettit v Mourilyan f c
Shaw v Cooke c
Heywood v Wait m d
Wotherspoon v Currie m d
Cox v Tidey m d
Rowland v Milton c (short)

Before the Vice-Chancellor Sir W. M. JAMES.

Causes, &c.

Leigh v Leigh demr
The Metropolitan Bank (Limited) v Offord pl
Jackson v Ward pl
Pears v Laing m d (not before July 15)
Stamp v Anderson c (not before June 22)
Anderson v Stamp c
Betts v Gallais m d
Betts v Potts m d
Betts v Cleaver m d
Betts v Field m d
Betts v Brooks m d
Betts v Foster m d
Betts v Pratt m d
Betts v Stevenson m d
Betts v Smith m d
Betts v Hall m d
Betts v Hart m d
Betts v Ellis m d
Betts v Warin m d
Betts v Cooper m d
Betts v Preston m d
Betts v Willmott m d
The Grover & Baker Sewing Machine Co. v Wilson trial by jury (June 28)
Cousens v Cousens m d, (1867—C.—297)
Oakey v Sennett m d (not before June 30)
The Grover & Baker Sewing Machine Co. v Wilson m d
The West of England Brewery Co. (Limited) v Ross c, wit
Hoffmann v Postill trial before the Court without a jury
Williams v The Llanelly Railway & Dock Co. m d (not before June 29)
Gould v Gould f c & petn
The Liverpool Marine Credit Co. (Limited) v Read c, wit (June 24)
Berry v Morrell c, wit
Williams v Ivimey c
James v Jones c, wit
Lewthwaite v Waterlow c wit (July 5)
Dunn v Fowler m d (wit before exmnr)
Kilbey v Haviland m d (wit before exmnr)
Pryse v Stanton m d (June 27)
Hewitson v Sherwin m d (wit before exmnr)
Hovenden v Lloyd m d (wit before exmr)
Mackechnie v. Majoribanks m d (July 2)
The Tawd Vale Colliery Co. (Limited) v Berry c (with Berry v. Morrell by order)
Hurry v Hurry f c (S.O.)
Miller v Bent c
Beet v Beet m d (S.O.)
The U. S. of America v Prioleau c (not before June 24)
Finney v Godfrey m d
Everitt v Everitt m d
Hereford, Hay & Brecon Ry. Co. v Great Western Ry. Co. m d
Salisbury v Metropolitan Ry. Co. m d
Davis v Davis f c
Mackett v Mackett f c (abated)
The Grand Junction Canal Co. v The Metropolitan Ry. Co. m d
Cousens v Cousens m d
Hill v Smith f c
Sutcliffe v Richardson c
Cree v Cook m d
Weeks v Hartley c
Lockwood v Sutcliffe f c
The Llynvi Coal & Iron Co. (Limited) v Bregden c
Boone v Soper m d

Graham v Cole m d
Roskell v Whitworth m d
Clowes v Vyse c, wit
Knapp v. Knapp m d
Adamson v Gatty m d
Nairne v Featherstone, Nairne v Guthrie f c
Robertshaw v Firth m d
Brunel v Brunel m d
Wedgwood v Denton m d
Pearce v Scudds m d
Lycett v The Stafford & Uttoxeter Ry. Co. m d
Highett v Damphier m d
Ingram v Upperton c
Messer v Stacey c
Lomax v Stott m d
The Bedford Brewing and Malting Co. (Limited) v Guest m d (short)
Coote v Lowndes f c
Adlington v Mence m d
Dougal v Hensby f c
Bleackley v Hall m d
Dawson v Robinson s c
Greene v The West Cheshire Ry. Co. m d
Murray v Clayton m d
Lonsdale v Tate m d
Holdsworth v Bromley c
Phipps v Berridge m d
Hayman v Dubois m d
Murchison v Batters m d
Smith v Gibson sp c
Hall v Hargreaves c
Tisley v Tagg f c
Losack v Essex (1869.—L.—165) m d (short) Losack v Essex (1869.—L.—166) m d (short) with petn in re Robins's Trusts
Hulton v Hulton f c
Earle v Appleyard m d
Kennedy v Bockett f c
Vade v Vade m d (short)
Howard v Howard m d
Hickman v Bentley m d
Grosvenor v Bentley m d
Kemp v The South Eastern Ry. Co. m d

LANCASHIRE SUMMER ASSIZES, 1870.

The commissions for holding these assizes will be opened at Lancaster, on Tuesday, the 26th of July, at Manchester, on Saturday the 30th of July, and at Liverpool, on Saturday the 13th of August.

The entry of causes at Lancaster will commence immediately after the opening of the commissions, on Tuesday the 26th of July, and will close at nine o'clock on the following morning.

By an order made by the judges at the Liverpool Spring Assizes, 1868, "for facilitating the entry of causes for trial at future assizes for the Southern division of this county, and for the more covenient arrangement of the business of such assizes." [See 13 *Sol. Jour.* 62.]

Causes for trial at Manchester and Liverpool can be entered provisionally at the office of the Prothonotary of the Court of Common Pleas at Lancaster at Preston, as follows, viz.: Causes for trial at Manchester, on Monday, the 25th of July and daily thereafter, until Thursday, the 28th of July, inclusive, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon; and causes for trial at Liverpool, on Monday, the 8th of August, and daily thereafter until Thursday, the 11th of August inclusive, between the above-mentioned hours.

The entry of causes at Manchester and Liverpool respectively, will commence at the assize courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock in the evening on the commission day.

The court will sit at eleven o'clock in the forenoon, at Manchester and Liverpool respectively, on the Monday next following the commission day.

The trial of special jury causes will commence at Manchester, at ten o'clock, a.m., on Thursday, the 4th of August, and at Liverpool at ten o'clock a.m., on Thursday, the 18th of August, and not earlier, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively, each day (except the first) will be exhibited in the corridor of the court and in the library.

Lord O'Hagan, Lord Chancellor of Ireland, took his seat in the House of Peers on the 21st June. His Lordship was, in early life, a student at the chambers of Mr. Thomas Chitty, of the Middle Temple, and was connected with an Irish provincial newspaper while pursuing his legal studies in London.

The University of Oxford has conferred the honorary degree of D.C.L. on the Right Hon. Sir J. E. Cockburn, Bart., Lord Chief Justice of England, the Right Hon. Sir William Bovill, Lord Chief Justice of the Court of Common Pleas; the Right Hon. Robert Lowe, M.P., Chancellor of the Exchequer; the Right Hon. George Ward Hunt, M.P., late Chancellor of the Exchequer: the Right Hon. the Earl of Bathurst, barrister-at-law, formerly Clerk to the Privy Council, the Right Hon. John Thomas Ball, LL.D., Q.C., M.P. for Dublin University; Sir Thomas Duffus Hardy, Deputy Keeper of the Records; Herman Merivale, Esq., C.B., barrister-at-law, Under-Secretary of State for India; and Henry Reeve, Esq. barrister-at-law, Registrar of the Privy Council.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 24, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅝
Ditto for Account, July 92⅝
3 per Cent. Reduced 92⅝
New 3 per Cent., 92⅝
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1904
Ex Bills, £1000, — per Ct. 5 p m
Ditto, £500, Do — 5 p m
Ditto, £100 & £200, — 5 p m
Bank of England Stock, 4½ per Ct. (last half-year) 235
Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½
Ditto for Account
Ditto 5 per Cent., July, '80 111
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 102½
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 92¾
Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto, 5½ per Cent., May, '79 110¼
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 104
Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, under £1000, 24 p m

RAILWAY STOCK.

Shres.	Railways	Paid.	Closing price
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	77½
Stock	Glasgow and South-Western	100	121
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	123
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	71½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	133½
Stock	London, Brighton, and South Coast	100	43⅝
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	129½
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	57
Stock	Metropolitan	100	70
Stock	Midland	100	130½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	38
Stock	North London	100	121
Stock	North Staffordshire	100	64
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 3 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols went up as soon as the rain came down, and were very brisk until a fall on the French Bourse occasioned a relapse; since then they have been exceedingly heavy. In the railway market Metropolitans were in great request early in the week; subsequently some fluctuations took place in Great Northerns, North Easterns, and Sheffields, in consequence of speculations as to the probable results of the late accident; the latter stocks recovered on an intimation that so far as the Clearing-house rules affect the case, that company was exonerated. On the whole the railway market closes heavily. Foreign securities are particularly so, though several new loans have been well taken up.

At the first meeting of the creditors under the bankruptcy of Mr. W. H. Cotterill, solicitor, Mr. James Waddell, accountant, was appointed trustee. Solicitors, Messrs. Linklaters, Hackwood, and Co. The liabilities were stated to be about £150,000, and scarcely any assets.

At a meeting of the Law Life Assurance Society, held on the 18th June, the report of the directors was unanimously adopted. It stated that the total assets of the company, including both the guarantee and assurance funds, amounted, on the 31st December last, to £5,537,281 1s. 11d., and that the number of policies remaining in force was 6,887, assuring £8,578,390, with reversionary bonuses amounting to £1,671,574—making the sum at risk on that day £10,249,964.

Mr. Tillett, solicitor, of Norwich, is again a candidate for the parliamentary representation of that city.

Mr. William Enfield, solicitor, has resigned the office of Town Clerk of Nottingham, which he had held for more than twenty years. He was admitted in 1823.

The Sunderland Town Council are seriously discussing the question of appointing a stipendiary magistrate for that borough. The cost of the appointment has been set down at £1,000 per annum.

Mr. George Ebenezer Shirley, for many years clerk to Messrs. Essell & Co., solicitors, of Rochester, died at the

Barming Lunatic Asylum on the 3rd of June. He had formerly been private tutor to Lord Stanley, now Earl of Derby. He was author of "The Old Bridge" (Rochester) and other poems, original and translated. He had also published translations from Aristophanes and other Greek writers. He likewise frequently translated from the German.

The family of the late Mr. A. W. Aikman, Crown Solicitor of Jamaica, have recovered, in a trial before the Chief Justice of Jamaica and a special jury, the sum of £6,000 damages (and costs) from the Jamaica Railway Company on account of Mr. Aikman's death by a collision on that line.

Two Chicago "divorce lawyers" and their client have been sent to jail for sixty days for conspiring to obtain a divorce without publication.

An enterprising American lawyer proposes to clear a murderer by proving that his father was once insane.

JUDGES OF THE SUPREME COURT OF THE UNITED STATES.

	Age.	Appointed.
Salmon P. Chase, Ohio	62	1864
Nathaniel Clifford, Maine	66	1858
Samuel Nelson, New York	77	1845
David Davis, Illinois	55	1862
Noah H. Swayne, Ohio	60	1862
Samuel F. Miller, Iowa	54	1862
Stephen J. Field, California	53	1863
William Strong, Pennsylvania	61	1870
Jos. P. Bradley, New Jersey	57	1870

ESTATE EXCHANGE REPORT.

AT THE MART.

June 21.—By Messrs. DEBENHAM, TEWSON & FARMER.

Leasehold residence, known as Herne Lodge, Queen's-road, Forest-hill, term 96 years from 1859, at £18 per annum. Sold £1,700.

Freehold house and shop, No. 12, Newcastle-street, Farringdon-road, City, let at £27 per annum. Sold £540.

Freehold ground-rent of £5 per annum, arising from 60, Holywell-lane, Shoreditch. Sold £90.

Freehold three houses, Nos. 3, 4, and 9, New Inn-square, Shoreditch, producing £58 10s. per annum. Sold £640.

By Messrs. FAREBROTHER, CLARK, & Co.

Freehold estate, known as Dutchlands Farm, comprising farm-house, two cottages, and 264a 1r 2p of land, situate in the parish of Wendover, Bucks. Sold £10,600.

Freehold estate, known as Falconhurst, with residence, stabling, and 95a 2r 5p of land, situate in the parish of Cowden, Kent. Sold £9,000.

Freehold house and garden, situate in the parish of Longfield, Surrey. Sold. £320.

Freehold villa and one acre, situate in the Trinity-road, Tooting. Sold £2,600.

Freehold residence with stabling and three acres, at Emsworth, Hants. Sold £1,500.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FLOOD—On June 17, at 2, St. Stephen's-road, Westbourne-park, W., the wife of John C. H. Flood, Esq., barrister-at-law, of a daughter.

STOKER—On June 16, at No. 37, Clarendon-road, Notting-hill, the wife of W. C. Stoker, Esq., of a daughter.

MARRIAGES.

TEMPLE—LUMLEY—On June 22, at the parish church of St. Marylebone, Thomas Ramshay Smyth Temple, Esq., of Lincoln's-inn, barrister-at-law, to Georgiana Adelaide, daughter of William Golden Lumley, Esq., Q.C., of No. 10, Sussex-place, Regent's-park.

DEATHS.

COMBE—On June 17, at Exeter, John Combe, Esq., of Staple-inn, and Holland-road, Kensington, in the 71st year of his age,

DAVIS—On Wednesday, June 22, at St. Leonard's-on-Sea, Thomas Davis, Esq., of Gresham-buildings, London, solicitor, aged 47.

DAWSON—On March 17, at Melbourne, Charles James Dawson, barrister, in the 46th year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, June 17, 1870.

UNLIMITED IN CHANCERY.

Laugharne Railway Company.—Petition for winding up, presented June 15, directed to be heard before Vice-Chancellor James on June 25. Ashurst & Co, Old Jewry, solicitors for the petitioner.

LIMITED IN CHANCERY.

Bangor and Port Madoc Slate and Slate Slab Company (Limited).—Petition for winding up, presented June 10, directed to be heard before Vice-Chancellor Malins on July 1. Hughes & Co, Austinfriars, solicitors for the petioner.

Bron Heulog Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated June 4, ordered that the above company be wound up. Matthews & Greetham, 68, Lincoln's-inn-fields, solicitors for the petitioner.

Commercial Indemnity Corporation of Great Britain (Limited).—Petition for winding up, presented June 9, directed to be heard before Vice-Chancellor James on June 25. G. & A. Lindo, King's Arms-yard, Moorgate-street, solicitors for the petitioner.

Ebury Lead Mining Company (Limited).—Petition for winding up, presented June 13, directed to be heard before Vice-Chancellor Stuart on June 24. Snell, George-street, Mansion House, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Clifford Amalgamated Mining Company.—By an order dated June 11, Charles Parry, of Scorrier, Cornwall, was absolutely appointed official liquidator. Roberts, solicitor for the petitioner.

Rosewarne and Herland Mining Company.—Petition for winding up, presented June 11, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, July 27, at 12. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before July 23, and notice thereof must at the same time be given to the petitioner, his solicitor, or agent. Paul, Truro, solicitor for the petitioner; Child & Batten, Coleman-street, agents.

Royalton Mining Company.—Petition for winding up, presented June 3, directed to be heard before the Vice-Warden, at 18, Thurloe-place, Brompton, on Monday, June 20, at 12. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before June 16, and notice thereof must at the same time be given to the petitioner, his solicitor or agent. Snell, George-street, Mansion-house, solicitor for the petitioner; Hodge & Co, Truro, Agents.

TUESDAY, June 21, 1870.

UNLIMITED IN CHANCERY.

Alfred Average Association for British, Foreign, & Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated May 27, appointed Frederick Bertram Smart, of 86, Cheapside, to be official liquidator.

Queen Average Association for British, Foreign, & Colonial Built Ships.—Vice-Chancellor Malins has, by an order dated May 27, appointed Frederick Bertram Smart, of 86, Cheapside, to be official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 17, 1870.

Anderson, Richd, Wellingborough, Northampton, Brickmaker. July 19. Anderson *v* Anderson, V.C. Stuart. Dolman, Jermyn-st.

Holland, John, Stockport, Chester, Gent. June 19. Lockitt *v* Lockitt V.C. Malins. Smith, Stockport.

Horne, Edwd, Palace-avenue, Kensington. July 14. Whitaker *v* Horne, V.C. Malins. Boys & Tweedies, Lincoln's-inn-fields.

Rotherham, John, Carlton-in-Lindrick, Nottingham, Gent. July 9. Rotherham *v* Rotherham V.C. Malins. Whall, Worksop.

Saunders, John, jun., Pembroke Dock, Retired Lieutenant. July 9. Saunders *v* Saunders. Wadeson & Malleson, Austinfriars.

Stanbury, George, Fairlinch, Devon, Yeoman. July 14. Stanbury *v* Stanbury, M.R. Huggins, Exeter.

Stokes, Montmorency Durant, Chichester-street, Upper Westbourne-terrace, Gent. July 20. Hocking *v* Stokes, V.C. Stuart. Parker & Co, Bedford-row.

Turner, Wm, Church Gresley, Derby, Schoolmaster. July 21. Slater *v* Chapman, V.C. Stuart. Beale & Co, Birmingham.

TUESDAY, June 21, 1870.

Colman, Thos Edwd Tawell, Wymondham, Norfolk, Surgeon. July 18. Colman *v* Turner, M.R. Tillett, Norwich.

Davies, Robt, Lpool, Builder. July 20. Cliff *v* Davies, V.C. Stuart. Ponton, Lpool.

Flint, Thos Rest, Margate, Kent, Ironmonger. July 15. Cadby *v* Flint, V.C. Stuart. Sankey & Co, Margate.

Griffin, Wm, Whitwell, Isle of Wight, Gent. July 16. Driver *v* Medley, V.C. Malins. Urry, Ventnor.

Mackinnon, Wm Alexander, Hyde-park-place, Esq. July 28. Dandonald *v* Mackinnon, V.C. Stuart. Barlow & Co, Essex-st, Strand.

Moore, Isaac, Tottenham Hale, Tottenham, Gent. July 13. Smith *v* Bennet, V.C. Malins. Smith, Furnival's-inn, Holborn.

Parry, Rowland, Aberystwith, Cardigan, Gent. July 15. Roberts *v* Parry, V.C. James. Roberts, Aberystwith.

Whitmore, Reuben, Walthamstow, Essex, Cigar Merchant. July 1. Hayward *v* Bayley, V.C. Malins. Philbrick, Basinghall-street.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 17, 1870.

Andrews, Rosamond, Rochester, Kent, Widow. Aug 1. Frall & Son, Rochester.

Attwood, Jas Hy, Moss Hill, Cumberland, Esq. July 20. Hough, Carlisle.

Barker, Wm Bennett, Vauxhall Bridge-rd, Gent. Aug 1. Rogers, Westminster-chambers, Victoria-st.

Brown, Wm Hy, Dockhead, Bermondsey, Publican. Aug 1. Watson, Cannon-st.

Carew, Hy Thos Dudley, Ayshford, Devon, Esq. July 25. Drake, Exeter.

Costelle, Louisa Stuart, Boulogne-sur-Mer, Spinster. Aug 1. Farrer & Co, Lincoln's-inn-fields.

Cotton, Wm Hy, Leamington Priors, Warwick, Solicitor. Sept 14. King, Cannon-st.

De Vear, Thos, Lisle-st, Westminster, Currier. July 30. Allen & Son, Carlisle-st, Soho-sq.

Dorset, Sarah, Reading, Berks, Spinster. Sept 30. Sankey & Co, Canterbury.

Elias, Wm, Troedyrhiw, Monmouth, Assistant Overseer. Aug 2. Llewellin, Newport.

Evans, Mary Anne, Mose'ey, Worcester, Widow. July 24. Allcock & Millward, Birm.

Ferris, Geo, Poplar-walk, Brixton, Licensed Victualler. Aug 1. Nash & Co, Suffolk-lane, Cannon-st.

Fry, Thos, Godalming, Surrey, Builder. Aug 10. Mellersh, Godalming.

Gainsford, Robert John, Sheffield, York, Solicitor. July 21. Dramley, Sheffield.

Gordon, Wm, Chatham, Kent, Ship Chandler. July 30. Waltons & Co, Gt Winchester-st.
Meredith, Michael, Guildford-st, Esq. Aug 1. Williams, Walbrook-bldgs.
Orchard, Caroline, Easton-st, Clerkenwell, Widow. Aug 16. Oldershaw Bell-yard, Doctors'-commons.
Simpson, Rev John, Alstonfield, Stafford, D.D. Sept 1. Challinor & Co, Leek.
Tucker, Rev Hy Tippetts, Leigh Court, Somerset. Aug 8. Clarke & Lukin, Chard.
Tunstall, Mary, Macclesfield, Chester, Spinster. Aug 1. Slater & Co, Manch.
Westbrook, Hy Etheridge, Hursley, Nottingham, Butcher. Aug 1. Stead & Co, Romsey.
Whitley, John, Stile-common, nr Huddersfield, York, Coal Proprietor. Aug 1. Barker & Sons, Huddersfield.
Whitley, Walter, Stile-common, nr Huddersfield, York, Coal Proprietor. Aug 1. Barker & Sons, Huddersfield.
Wilkins, Susannah, Landport, Southampton, Widow. July 14. Besant, Portsea.

TUESDAY, June 21, 1870.

Bellerby, Jas, Exeter, Newspaper Proprietor. Aug 1. Huggins, Exeter.
Bentley, Mary, Boston Spa, York, Widow. Sept 1. Richardson & Turner, Leeds.
Belcher, Louisa, Amersham, Buckingham. July 31. Bedford, Amersham.
Bird, Fras, Bicester, King's End, Oxford, Widow. July 20. Hunt, Gray's-inn-sq.
Boddington, Richard, Luddington, Warwick, Farmer. Aug 1. Warden, Stratford-upon-Avon
Burn, Robert Davidson, Morpeth, Northumberland, Shoemaker. Sept 15. Woodman, Morpeth.
Buss, Benj, Mayfield, Sussex, Gent. Aug 1. Sprott, Mayfield.
Clark, Hannah, Folkestone, Kent, Innkeeper. Aug 1. Hart, Folkestone.
Evans, Thos, Monkwearmouth Shore, Durham, Nail Manufacturer. Aug 20. Snowball & Allison, Sunderland.
Fowler, Wm, Ford Grange, Dorset, Gent. Aug 8. Clarke & Lukin, Chard.
Houghton, Wm, Flixton, Lancashire, Gent. Aug 1. Chapman & Co, Manch.
Law, John, Exeter, Esq. Aug 3. Law, Barnstaple.
Neame, Chas, Selling, Kent, Esq. Oct 1. Wightwick & Kingsford.
Palgrave, Robert, Upper Hamilton-ter, St John's-wood, Esq. Aug 14. Cox & Sons, Cloak-lane,
Scruton, Richard Wilson, Brough, York, Cornfactor. Aug 12. Burland & Co, Brough.
Tucker, Stephen, Tottenham, Silk Warehouseman. Aug 1. Oliver, King-st, Cheapside.
Veal, Samuel, Blomfield-st, Westbourne-ter North, Gent. Aug 1. Gray & Berry, Edgware-rd.
Wells, John, Lower Weedon, Northampton, Farmer. July 30. Barton & Willoughby, Daventry.
Whitby, Thos Edward, Cresswell Hall, Stafford, Captain. July 23. Simpson & Dimond, Henrietta-st, Cavendish-sq.
Wildgoose, Thos, Macclesfield, Chester, Wine Merchant. July 20. Killmister & Son, Macclesfield.
Wilson, John, Middleton, York, Farmer. Aug 12. Burland & Co, Brough.
Woolliscroft, Thos, Salford, Lancaster, Plasterer. Aug 15. Gardner & Horner, Manch.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 17, 1870.

McMicken, Wm, Gracechurch-st, Printer. May 30. Comp. Reg June 17.
Whiskard, John, Strand, Jeweller. May 30. Comp. Reg June 15.

Bankrupts

FRIDAY, June 17, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Butler, Hy, Gt Castle-st, Regent-st, Clerk. Pet May 5. Spring-Rice. June 30 at 1.
Dunch, Rose, Ann Dunch, Eliz Dunch, & Victoria Dunch, Elizabeth-st, Eaton-sq, Dealers in Berlin Wool. Pet June 15. Roche. June 29 at 11.
Gliddon, John Jas, Upper-st, Islington, Dealer in Berlin Wool. Pet June 16. Pepys. June 28 at 11.
Gregory, Wm Tomlin, Rupert-st, Licensed Victualler. Pet June 3. Spring-Rice. June 30 at 11.
Hales, Edwd, jun, Seething-lane, Corn Broker. Pet June 16. Murray. July 4 at 11.
Kirkaldie, Alfred, Mark-lane, Dealer in Cigars. Pet June 16. Roche. June 29 at 12.
Lewis, Fredk, Cranbourne-st, Old-ford, Timber Merchant. Pet June 15. Brougham. July 1 at 12.30.
Masters, Wm, Aldershot, Hants, Tobacconist. Pet June 15. Hazlitt. June 29 at 12.
Stoffel, Louis Marie, Nicholas-lane, Telegraphic Engineer. Pet June 16. Roche. June 29 at 12.

To Surrender in the Country.

Dowell, Wm, Birm, Box Rule Maker. Pet June 13. Chauntler. Birm, July 6 at 10.
Hardy, John, Bradford, Wilts, Wire Card Maker. Pet June 14. Smith. Bath, June 27 at 11.
Jamieson, Robt, Ashton-under-Lyne, Lancashire, out of business. Pet June 16. Hall. Ashton-under-Lyne, June 30 at 11.
Johnson, Wm, Louth, Lincoln, out of business. Pet June 14. Danbery. Gt Grimsby, July 1 at 3.
Kavanagh, Fras Joseph, Birm, Pearl Worker. Pet May 30. Chauntler. Birm, June 28 at 10.
Marsnall, Thos, jun, Westhoughton, Lancashire, Coal Miner. Pet June 15. Holden. Bolton, June 29 at 10.
Phillpot, John, Kidderminster, Worcester, Maltster. Pet June 8. Talbot. Kidderminster, June 29 at 12.
Procter, Saml, Bramley, York, Cloth Manufacturer. Pet June 13. Marshall. Leeds, July 1 at 11.
Scheurer, Augustin, & Theodore Hy Senior, Tunbridge Wells, Kent. Pet June 13. Walker. Tunbridge Wells, June 27 at 3.
Wetmore, Thos Philip, Bristol, Wine Merchant. Pet June 13. Harley. Bristol, July 4 at 12.
Winder, Emanuel Shepherd, Bradford, York, Rope Manufacturer. Pet June 14. Robinson. Bradford, June 28 at 9.

TUESDAY, June 21, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Finney, Saml Greenway, Prisoner for Misdemeanour, Holloway. Pet June 20. Brougham. July 8 at 12.
Gampton, John, Drummond-rd, Bermondsey, Leather Cutter. Pet June 15. Spring-Rice. July 7 at 11.30.

To Surrender in the Country.

Besant, John Jas, Dorchester, Dorset, Devon, Brewer. Pet June 18 Symonds. Dorchester, July 5 at 11.
Blackham, Thos, Tettenhill, Stafford. Pet June 17. Brown. Wolverhampton, July 7 at 12.
Brown, Wm Tyrall, Runcorn, Cheshire, Innkeeper. Pet June 15. Nicholson. Warrington, July 4 at 11.
Fairhead, Thos, Colchester, Essex, Timber Merchant. Pet June 7. Barnes. Colchester, July 5 at 9.30.
Ingram, Jas, Manch, Ale Merchant. Pet June 18. Kay. Manch, July 7 at 9.30.
Kirkpatrick, Robt, Oswestry, Salop, Draper. Pet June 18. Reid. Wrexham, July 4 at 11.
Langston, William, Hastings, Sussex, Gent. Pet June 18. Young. Hastings, July 9 at 11.
Maltby, Gilbert, Nottingham, Wine Merchant. Pet June 16. Patchitt. Nottingham, July 4 at 11.
Smith, Hy, Brighton, Sussex, Baker. Pet June 16. Shapland. Brighton, July 5 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, June 17, 1870.

Thorp, Chas, Woodside-green, Croydon, Paper Hanging Manufacturer. June 14.

TUESDAY, June 21, 1870.

Forster, John, Oxford-st, Licensed Victualler. June 13.
Hoffman, Moritz, Manch, Merchant. July 17.
Saunders, Frank Perry, Phœnix-yd, Oxford-st, Builder. June 20.
Woodford, John, Snod's Hill Farm, Wilts, Farmer. June 17.